



**DELTA STATE GOVERNMENT OF NIGERIA**

**STANDARD REQUEST FOR  
PROPOSALS**

for the

**Selection of Consulting  
Firms  
(Complex Time-Based)**

First Edition

Asaba Delta State

## Notice to Users

1. This Standard Document for the Request of Proposals (RfP) has been prepared by the Delta State Public Procurement Commission for the Procurement of Consulting Services using short lists of consultants and to enable a Procuring Entity to select the best evaluated proposal.
2. This RfP is in accordance with the Delta State Public Procurement Commission Law 2008 and the policies and Regulations issued therefrom. This SBD for the Request of Proposals has been adapted to the needs of Delta State of Nigeria from nationally and 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 Proposal 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 Consultant 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 complex assignments, which are remunerated in accordance with time-based invoices to be paid to the Consultant for carrying out the agreed services.
5. Complex assignments require a response of the Consultants to the Terms of Reference, and detailed proposals regarding the methodology and the work plan for the assignment. They normally concern assignments costing [15 million Naira] or more which meet requirements in paragraph six below, and their contracts are more comprehensive than for smaller consulting assignments.
6. 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, and communications). Time-based contracts are used for supervision contracts (works), management contracts, financial management contracts, management assistance longer term technical assistance. This type of contract requires appropriately skilled staff of the Client to closely supervise Consultants and to be involved in the daily execution of the assignment.
7. 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 to Consultants (SIC) Section 4: the Special Conditions of Contract (SCC); Those details not filled by the Procuring Entity are the responsibility of the Consultants;

- (c) but *never* change the Instructions to Consultants and the General Conditions of Contract;
- (c) 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.
- (d) 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:

**LoI**            **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.

**Section 1**        **Instructions to Consultants (ITC)**

This Section provides relevant information to help Consultants 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**        **General Conditions of Contract (GCC)**

The Section provides the General Conditions of Contract that will apply to the Contract for which this RFP is issued.

**The text of the clauses in this section shall not be modified.**

#### **Section 4 Special Conditions of Contract (SCC)**

The Section provides clauses specific to the particular Contract that modify or supplement Section 3: General Conditions of Contract.

#### **Section 5 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 and experience, methodology, work plan, work schedule, team composition and 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.

##### **C. Form of Contract**

The Form of Contract, 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 General Conditions of Contract, and the Special Conditions of Contract.

##### **D. Appendices**

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.

#### **Section 6 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 steps, 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.

**DELTA STATE GOVERNMENT OF NIGERIA**

*[enter here the name of the procuring entity]*

**STANDARD REQUEST FOR PROPOSALS**

for the

**Selection of Consulting Firms  
(Complex Time-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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## Letter of Invitation

*[If applicable, insert: Invitation N°.....]*

*[Insert: Location and Date]*

*[Insert: Name and Address of Consultant]*

Dear Mr. /Ms.:

1. The Delta State Government 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: *[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:

1 *[ list the names of all the short-listed consultants]*

2

3

4

5

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

4. A firm will be selected under *[Quality and Cost Based Selection QCBS /Quality Based Selection QBS/ Selection under Fixed Budget FB/ Least Cost Selection LCS– 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 be held on *[state date and time]* at the offices of the Client at *[state address of Client]*.
8. Please inform us in writing, preferably by electronic mail, at the following address *[insert address email or physical 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 1. Instructions to Consultants**

### **A. General**

1. Scope of Proposal
  - 1.1 The Client, as indicated in the Special Instructions to Consultants (SIC), issues this Request for Proposal (RFP) for the supply of Services as specified in the SIC and described in details in Section 6, Terms of Reference in accordance with the method of selection specified in the SIC.
  - 1.2 Only those short-listed Consultants indicated in the Letter of Invitation are to submit a Proposal for the supply of consulting services required for the assignment. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
  - 1.3 The successful Consultant will be expected to complete the delivery of the Services in accordance with the phasing indicated in the SIC. 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 Throughout this RFP:
    - (a) the term "in writing" means communicated in written form with proof of receipt;
    - (b) if the context so requires, singular means plural and vice versa; and
    - (c) "day" means calendar day.
    - (d) "He also means she"
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 RFP is issued.
  - 2.2 For the purpose of this provision, "public funds" means any monetary resources appropriated to procuring entities under Government budget, or revenues generated by statutory bodies and corporations or aid grants and credits put at the disposal of procuring entities by the development partners through the Government.
  - 2.3 Payments by the development partner, if so indicated in the SIC, will be made only at the request of the Government and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.
3. Corrupt, Fraudulent, Collusive, Coercive or
  - 3.1 The Government requires that Clients, as well as Applicants and Consultants, shall observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of

Obstructive  
Practices

contracts under public funds.

- 3.2 In pursuance of this requirement, the Client shall:
- (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a 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 fund;
  - (c) Directly or through the relevant authorities inspect all accounts and records and other documents relating to the bid submission and contract performance kept by consultants, bidders, and suppliers and to have them audited by auditors if it, at any time, determines it necessary for the purpose of ascertaining whether or not , 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 fund.
- 3.3 Should any misconduct, corrupt or fraudulent practice of any kind whether or not referred to in ITC Clause 3.4 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 stated in ITC Clause 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client related to matters of alleged fraud or corruption shall be in writing

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 individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act, omission 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 proceeding or the execution of a contract to the detriment of the Client,
- (c) “*collusive practice*” means a scheme or arrangement among two and more Consultants or other participants in the procurement process with or without the knowledge of the Client (prior to or after proposal submission), including non-disclosure of subsidiary or dominating relationships, designed to wrongfully obtain a procurement contract in any way including but not limited to

establishing proposal prices at artificial, non-competitive levels to deprive the Client of the benefits of free, open and genuine competition; and

(d) “*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) “*Misconduct*” means, Breaches of codes of conduct of contractors and suppliers and related mandatory provisions of the Delta State Public Procurement law 2008, Delta State Public Procurement Regulations and Standard Bidding Documents.

(f) obstructive practice which means

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

**ii.** acts intended to materially impede the exercise of the Commission and or relevant authorities’ inspection and audit rights provided for under par. 3.2 (c) above.

3.5 The Consultant has a duty to be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 63.2 (c).

3.6 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. Eligible Consultants

4.1 Only short-listed Consultants are eligible to submit proposals.

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 or coercive practices in accordance with ITC Sub-Clause 3.2.

4.4 The Consultant is not insolvent, in receivership, bankrupt or being wound up, their business activities have not been suspended, barred and he is not the subject of legal proceedings for any of the foregoing.

- 4.5 The Consultant has fulfilled its obligations to pay taxes, pension and social security contributions under the relevant national laws and regulations.
- 4.6 Government officials and civil servants, including persons of autonomous bodies or corporations may be hired to work as a member of a team of consultants provided the person (a) has retired, resigned or otherwise left the State service at least two years before the bid and (b) the hiring of him/her would not create any conflict of interest (c) the hiring has been fully disclosed to the client with information about his previous position and work for the government, and extent of interest in the bid and or entity bidding.
- 4.7 Consultants have an obligation to disclose any situation of actual or potential conflict of interest that impacts on their capacity to serve the best interest of their 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. Conflict of Interest

5.1 General

- (a) The Consultant (including any of his affiliates/associates), in deference to the requirements that the Consultant provides professional and objective advice and at all times hold the Client's interests paramount, strictly avoids conflicts with other assignments or their own corporate interests, acts without any consideration for future work and must not have a conflict of interest (COI), shall not be recruited under any of the circumstances specified in Sub Clauses 5.2 to 5.4 below. "COI" shall mean a situation in which a Consultant provides biased professional advice to a client in order to obtain from that client an undue benefit for himself or affiliate(s)/associate(s).

5.2 Conflicting Activities

- (a) A firm that has been engaged by the Client to provide Services, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those Services, works, or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing Services or works or services other than consulting services resulting from or directly related to the firm's earlier consulting services. For the purpose of this clause, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

5.3 Conflicting Assignments

- (a) A Consultant (including its Personnel and Sub-Consultants) or any

of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise Clients seeking to purchase such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment shall not be hired to implement the assignment in question.

5.4 Conflicting Relationships

A Consultant (including its Personnel and Sub Consultants) 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 disclosed and addressed adequately throughout the selection process and the execution of the Contract.

5.5 Unfair Advantage

If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

- |                      |     |   |
|----------------------|-----|---|
| 6. Eligible Services | 6.1 | All material, equipment and supplies used by the Consultant and Services to be provided under the contract shall have their origin in countries other than those specified in the SIC.  |
| 7. Site Visit        | 7.1 | The Consultant, at the Consultant’s own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Proposal and entering into a contract for supply of Services. |
|                      | 7.2 | The Consultant should ensure that the Client is advised of the visit in adequate time to allow it to make appropriate arrangements.   |
|                      | 7.3 | The costs of visiting the Site shall be at the Consultant’s own expense.  |

**B. Request for Proposal**

- |                 |     |   |
|-----------------|-----|---|
| 8. RFP Sections | 8.1 | The Sections comprising the Request for Proposal are listed below. <ul style="list-style-type: none"> <li>• Section 1 : Instructions to Consultants (ITC)</li> <li>• Section 2 : Special Instructions to Consultants (SIC)</li> <li>• Section 3 : General Conditions of Contract (GCC),</li> <li>• Section 4 : Special Conditions of Contract (SCC),</li> </ul> |
|-----------------|-----|---|



- Section 5 : Proposal and Contract Forms
    - A. Technical Proposal: Standard Forms
    - B. Financial Proposal: Standard Forms
    - C. Form of Contract
    - D. Appendices
  - Section 6: Terms of Reference (TOR)
- 8.2 The Client is not responsible for the completeness of the RFP and any addenda, if these were not obtained directly from the Client.
- 8.3 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.
9. RFP Clarification
- 9.1 A Consultant requiring any clarification of the RFP shall contact the Client in writing at the Client's address indicated in the SIC. The Client will respond in writing to any request for clarification received no later than seven (7) days prior to the dead line for submission of proposals.
- 9.2 The Client shall forward copies of its response to all those short listed Consultants, including a description of the enquiry but without identifying its source.
- 9.3 Should the Client deem necessary to amend the RFP as a result of a clarification, it shall do so following the procedure in ITT clause 11.
10. Pre-proposal meeting
- 10.1 To clarify issues and to answer questions on any matter arising in the RFP, the Client may, if stated in the SIC, invite prospective Consultants to a Pre-Proposal Meeting at the place, date and time as specified in the SIC. The Consultant is encouraged to attend the meeting if it is held.
- 10.2 The Consultant is requested, as far as possible, to submit any questions in writing, to reach the Client *not* later than one (1) week before the meeting.
- 10.3 Minutes of the pre-Proposal meeting, including the text of the questions raised prior to and during the meeting and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all the short-listed Consultants not later than seven (7) days after the date of the meeting. Any modification to the RFP listed in ITC Clause 8.1 that may become necessary as a result of the pre-Proposal meeting shall be made by the Client exclusively through the issue of an Addendum pursuant to ITC Clause 11 and not through the minutes of the pre-Proposal meeting.

11. RFP Amendment
- 11.1 At any time prior to the deadline for submission of Proposals, the Client, for any reason on its own initiative or in response to a clarification request in writing from a Consultant, may amend the RFP by issuing an amendment.
- 11.2 Any amendment issued shall become an integral part of the RFP and shall be communicated in writing to all the short-listed Consultants.
- 11.3 To give a prospective Consultant reasonable time in which to take any amendment into account in preparing its Proposal, the Client may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITC Sub-Clause 28.3.

### **C. Proposal Preparation**

12. Proposal: Only one
- 12.1 A short listed Consultant, including its affiliate(s), may submit only one (1) Proposal. If a Consultant submits or participates in more than one (1) Proposal, all such proposal shall be rejected. However, this does not limit the participation of the same Sub-Consultant, including individuals, to more than one proposal.
13. Proposal: Preparation Costs
- 13.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
14. Proposal: Language
- 14.1 The Proposal, as well as all correspondences and documents relating to the Proposal and subsequent contract shall be written in the English language. Supporting documents and printed literature furnished by the Consultant may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Proposal, such translation shall govern.
- 14.2 The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
15. Proposal: Documents
- 15.1 The Proposal prepared by the Consultant shall comprise the following:
- (a) Technical Proposal;
  - (b) Financial Proposal;
  - (c) documentary evidence establishing the Consultant's eligibility; and
  - (d) any other document required as stated in the SIC.
16. Proposal: Preparation
- 16.1 In preparing its Proposal, the Consultant shall examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 16.2 The Consultant shall prepare the Technical Proposal in accordance with ITC Clauses 17 and 18 using the forms furnished in Section 5A:

Technical Proposal; Standard Forms.

- 16.3 The Consultant shall submit the Financial Proposal in accordance with ITC Clause 19 and using the forms furnished in Section 5B: Financial Proposal; Standard Forms.
- 16.4 All the forms mentioned in ITC Clauses 16.2 and 16.3 shall be completed without any material changes and alterations to its format, filling in all blank spaces with the information requested, failing which the Proposal may be rejected as being incomplete.

17. Technical  
Proposal  
Preparation

- 17.1 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. In the case of a joint venture, a joint venture agreement indicating the full terms of the agreements between parties must be attached to the proposal.
- 17.2 For QCBS 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.
- 17.3 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.
- 17.4 Proposed professional staff shall have at least the qualification 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 shown to be permanent employees of the Consultant or have an extended and stable working relationship with it.

17.5 Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

17.6 Reports to be submitted by the Consultants as part of the assignment shall be in the English language.

18. Technical Proposal:  
Format and Content

18.1 The Technical Proposal shall provide the following information using the Standard Forms (Section 5A)

- (a) Form 5A1: Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant:
- (b) Form 5A2: 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 5A3: 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 5A4: 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 5A5) and should be in the form of a bar chart showing the timing proposed for each activity.
- (e) Form 5A6: 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 5A7: 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 5A8: 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.

18.2 The Technical Proposal shall not include any financial information.

19. Financial Proposal Format and Content

19.1 The Financial Proposal shall provide the following information using the attached Standard Forms (Section 5B).

- (a) Form 5B1: Financial Proposal Submission Form in the format of a letter duly signed by an authorised 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 5B2: being the Summary of Costs against staff remuneration, reimbursable expenses, and the taxes;
- (c) Form 5B3: being the breakdown of costs against staff remuneration;
- (d) Form 5B4: being the breakdown of costs against reimbursable expenses. A sample list is provided in the SIC; and
- (e) Form 5B5: 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.

20. Taxes

20.1 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 Delta State and Nigeria, and to determine the taxes amounts to be paid.

21. Client Inputs

21.1 The Client shall:

- (a) provide at no cost to the Consultant the inputs and facilities specified in the SIC;
- (b) make available to the Consultant, relevant project data and reports at the time of issuing the RFP;
- (c) assist the Consultant in obtaining relevant project data and reports from other related departments/divisions, which will be required by the Consultant to perform the assignment.

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| 22. Alternative Proposals       | 22.1 Alternative proposals shall not be considered.  |
| 23. Proposal Prices             | <p>23.1 The Consultant shall indicate on the Financial Proposal the unit prices and total price of the Services it proposes to supply under the contract.</p> <p>23.2 Prices quoted by the Consultant shall be fixed but subject to variation, under exceptional reasons, during negotiation under ITC Clause 43.</p>  |
| 24. Proposal Currency           | 24.1 All prices shall be quoted in Naira.  |
| 25. Proposal Validity           | <p>25.1 Proposals shall remain valid for the period specified in the SIC after the Proposal submission deadline date prescribed by the Client.</p> <p>25.2 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 with the top ranked candidate within this period.</p> <p>25.3 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.</p>  |
| 26. Proposal Format and Signing | <p>26.1 The Consultant shall prepare one (1) original of the Technical Proposal as described in ITC Sub-Clause 18.1 and one (1) original of the Financial Proposal as described in ITC Sub-Clause 19.1 and clearly mark them “ORIGINAL”.</p> <p>26.2 The Consultant shall prepare the number of copies as specified in the SIC of the Technical Proposal and clearly mark them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>26.3 The original and all copies of the Technical and original of the Financial 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.</p> <p>26.4 All pages of the Proposals except for un-amended printed literature shall be signed or initialed by the person signing the Proposals.</p> |

**D. Proposal Submission**

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| 27. Proposal: Sealing and | 27.1 The Consultant shall enclose the original and each copy of the Technical Proposal in separate sealed envelopes, duly marking the envelopes as “TECHNICAL PROPOSAL” and “ORIGINAL” and |
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- Marking “COPY, as appropriate.” These envelopes containing the original and the copies shall then be enclosed in one single envelope duly marking the envelope as “TECHNICAL PROPOSAL”.
- 27.2 The Consultant shall enclose the original of the Financial Proposal in one single separate sealed envelope, duly marking the envelope as “FINANCIAL PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”
- 27.3 The two envelopes shall then be enclosed in one single outer envelope. The inner and outer envelopes shall:
- (a) bear the name and address of the Consultant;
  - (b) be addressed to the Client at the address specified in the SIC;
  - (c) bear the name of the Proposal as specified in the SIC; and
  - (d) bear a statement “DO NOT OPEN BEFORE ....” The date for opening as specified in the SIC.
- 27.4 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.
- 27.5 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.
28. Proposal: Submission Deadline
- 28.1 Proposals must be received by the Client at the address specified under ITC Clause 27.3 no later than the date indicated in the SIC.
- 28.2 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.
- 28.3 The Client may, at its discretion, extend the deadline for the submission of Proposals by amending the RFP in accordance with ITC Clause 11, in which case all rights and obligations of the Client and Consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.
29. Proposal Submitted Late
- 29.1 Any Proposal received by the Client after the deadline for submission of Proposals, in accordance with ITC Clause 28 shall be declared late, will be rejected, and returned unopened to the Consultant.
30. Proposal Modification, Substitution or Withdrawal
- 30.1 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 ITC Sub-Clause 26.3, (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 27 (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 28.

30.2 Proposals requested to be withdrawn in accordance with ITC Sub-Clause 30.1 shall be returned unopened to the Consultants.

30.3 No Proposal may be modified, substituted, or withdrawn after the deadline for submission of Proposals specified in ITC Clause 28.

#### **E. Proposal Opening and Evaluation**

- 31. Technical Proposal Opening
  - 31.1 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. The Consultants may obtain from the Client the list of Consultant’s who have submitted proposals by the deadline and minutes of opening of the technical proposals including a list of attachments to each proposal.
  - 31.2 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 ITC Clause 37.
  - 31.3 No Proposal shall be rejected at Proposal opening session, except for late Proposals, which shall be returned unopened to the Consultant pursuant to ITC Clause 29.
- 32. Confidentiality
  - 32.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the evaluation or approval process, until the winning firm has been notified that it has been awarded the Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government’s antifraud and corruption policy.
  - 32.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved by the relevant authority.
- 33. Contacting the Client
  - 33.1 Following the opening of the Technical Proposals, and until the contract is signed, no Consultant shall make any unsolicited communication to the Client except in case of a complaint.



- 33.2 Any effort by a Consultant to influence the Client in its decisions on the examination, evaluation, and comparison of either the Technical or Financial Proposals or contract award may result in the rejection of its Proposal.
34. Proposal: Technical Evaluation
- 34.1 The Technical Evaluation Sub-committee of the the Tenders Board 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 ITC Sub-Clause 36.2.
- 34.2 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.
- 34.3 Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Consultant clearly states otherwise, it will be assumed by the Client that work associated with implementation of any such improvements are included in the inputs shown on the Consultant's staffing schedule.
- 34.4 Higher ratings will be given to experts from the short-listed Consultants and their associates, if any, who are full-time employees. A full-time employee is a person who has been employed by the firm continuously for a period of more than twelve (12) months prior to the date when the Proposal is submitted.
35. Financial Proposal Opening
- 35.1 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.
- 35.2 In the case of QBS, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked firm or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in the SIC.
- 35.3 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.

- 35.4 Except in the case of QBS, 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.
36. Proposal: Financial Evaluation
- 36.1 The Technical Evaluation Sub-Committee of the Tenders Board will review the detailed content of each Financial Proposal. During the review, the Sub –Committee and any Client staff and others involved in the evaluation process, will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.
- 36.2 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.
- 36.3 In case of QCBS, the lowest evaluated Financial Proposal (Fm) 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 SIC.
37. Correction of Arithmetical Errors
- 37.1 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.

38. Proposal: Combined Evaluation
- 38.1 In QCBS the Proposals will be ranked according to their combined technical (St) and financial (Sf) 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:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiation under ITC Clauses 41 to 45.
- 38.2 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 41 to 45.
- 38.3 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 41 to 45.
39. Proposal: Negotiation
- 39.1 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.
40. Proposal Negotiation: Technical
- 40.1 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment, and expected contents of reports. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.
41. Proposal Negotiation: Financial
- 41.1 The financial negotiations will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. The financial negotiations will generally fine tune the duration of experts’ inputs, and quantities of reimbursable expenditure items may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal.

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| 42. Availability of Professional staff/experts | 42.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff/experts, the Client expects to negotiate a Contract on the basis of the Professional staff/experts named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff/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 for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff/experts were offered in the proposal without confirming their availability, the firm may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate. |
| 43. Proposal Negotiations : Conclusion         | 43.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations, the Client and the Consultant will initial the agreed Contract Agreement. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract, if this fails the Client shall negotiate with the remaining responsive Consultants in the order of their relative ranking, till a satisfactory contract agreement is reached, subject to the right of the Client to reject all proposals.   |

**F. Contract Award**

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| 44. Contract Award                   | 44.1 After completing negotiations and after having received the approval to award the Contract, the Client shall award the Contract to the selected Consultant.  |
| 45. Advising Unsuccessful Consultant | <p>45.1 After successful completion of Contract negotiation, the Client shall promptly notify the other Consultants that they were unsuccessful. The Client shall also return the unopened Financial Proposals, as the case may be, to the unsuccessful Consultants.</p> <p>45.2 The Client shall promptly respond in writing to any unsuccessful Consultant who requests the Client in writing to provide a brief statement of the reason (s) its proposal was not selected.</p>   |
| 46. Commencement of Services         | 46.1 The Consultant is expected to commence the assignment on the date and at the location specified in the SIC.  |
| 47. Consultants Right to Complain    | <p>47.1 Any short listed Consultant has the right to complain in accordance with Section 56 Delta State Public Procurement Commission Law, 2008 and Regulations issued therefrom.</p> <p>47.2 The complaint shall firstly be processed through an administrative review following the provisions of Section 56 of the Delta State Public Procurement Commission Law 2008 and Regulations issued therefrom. The place and address for the first step in the submission of complaints to the Administrative Authority is provided in the SIC.</p> |

- 47.3 If the Consultant considers that its complaint has not been dealt with equitably, it may within ten working days submit an appeal to the Director General or Head of the Delta State Public Procurement Commission , who shall review the case and issue within 21 working days a decision in writing to the Consultant if its complaint is successful and what corrective action has or will be taken or if its complaint is rejected, stating the reasons for the rejection.
- 47.4 If not satisfied with the outcome of the administrative review, the Consultant may appeal to the State High Court in accordance to the provision of the Delta State Public Procurement Commission Law 2008 and regulations issued therefrom..

## Section 2. Special Instructions to Consultants

*[Comments in italic provide guidance for the preparation of the Special Instructions to Consultants; these should not appear on the final RFP to be delivered to the short listed Consultants]*

ITC Clause	Amendments of, and Supplements to, Clauses in the Instruction to Consultants.
1.1	<p>The Client is :</p> <p>The identification of the Request for Proposal is:</p> <p>The objectives and brief description of the Services are:</p> <p>The Method of selection is:</p>
1.3	<p>The assignment is not phased. OR 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>
2.1	The source of Public Fund is <i>[state source of funds]</i> .
2.3	The name of the Development Partner is <i>[enter name of development partner if applicable, otherwise delete this clause]</i> .
6.1	[Materials, equipment(s) and supplies used by the Consultant are not permitted if they have originated in <i>[state countries]</i> ]
9.1	<p>For clarification of <b><u>Request for proposals</u></b> the Client 's address is:</p> <p>Attention:</p> <p>Address:</p> <p>Telephone:</p> <p>Facsimile number:</p> <p>Electronic mail address:</p>

<b>10.1</b>	A Pre-proposal Meeting will be held at <i>[enter location]</i> .  Date <i>[enter date]</i> and Time <i>[enter time]</i> .
<b>15.1(d)</b>	Other documents required to be submitted with the Proposal are:  <i>[state any other documents that may be required]</i> .
<b>17.3</b>	The estimated number of professional staff-months required for the assignment is <i>[enter number of months]</i> .
<b>17.4</b>	In the case of Fixed Budget Selection, the Financial Proposal shall not exceed the available budget of Naira <i>[enter budget]</i> .
<b>17.5</b>	The minimum required qualification and experience of professional staff are as follows:  <i>[enter the requirements needed]</i> .
<b>18.1(h)</b>	Training is not a specific component of this assignment.  OR  Training is a specific component of this assignment. The details of training required are, <i>[now state the details required]</i> .
<b>18.1(i)</b>	Additional information on the Technical Proposal includes:  <i>[enter additional information required]</i> .

<b>19.1(d)</b>	<p><i>[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.]</i></p> <p>The Reimbursable expenses shall be the following:</p> <ol style="list-style-type: none"> <li>(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;</li> <li>(2). cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route and reasonably prized hotel accommodation and per-diem where necessary;</li> <li>(3). cost of communications such as the use of telephone and facsimile required for the purpose of the Services;</li> <li>(4). cost, rental and freight of any instruments or equipment required to be provided by the Consultant for the purposes of the Services;</li> <li>(5). cost of printing and dispatching of the Reports to be produced for the Services;</li> <li>(6). the cost of training of the Client’s personnel <i>[This item should considered only if the training is a major component of the assignment, and it is specified as such in the TOR];</i></li> <li>(7). cost of any subcontract required for the Services in the TOR;</li> <li>(8). other allowances where applicable and provisional or fixed sums (if any); and</li> <li>(9). cost of such further items required for purposes of the Services not covered in the foregoing.</li> </ol>	
<b>21.1 (a)</b>	The Client will provide the following inputs and facilities:	
<b>25.1</b>	<p><b>Proposals must remain valid for [ ] days after the submission date.</b></p> <p><b>[insert number: normally between 60 and 120 days depending on the complexity of the assignment.]</b></p>	
<b>26.2</b>	The Consultant must submit one original for both the Technical Proposal and the Financial Proposal and <i>[number]</i> of copies of the Financial and Technical Proposal.	
<b>27.3(b) and 28.1</b>	The Proposal submission address is:	
	Proposals must be submitted no later than the following <i>[date and time:]</i>	
<b>36.2</b>	Criteria, sub-criteria, and points system for the evaluation of Technical Proposals are:	
	<b><u>Criteria, sub-criteria</u></b>	<b><u>Points</u></b>
	(i) Specific experience of the Consultant relevant to the	[5 - 35]



	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 - 40]
	(iii) Professional staff qualifications and competence for the assignment.	
	(a) [Team Leader]	[Insert points]
	(b) [Insert position or discipline as appropriate]	[Insert points]
	(c) [Insert position or discipline as appropriate]	[Insert points]
	(d) [Insert position or discipline as appropriate]	[Insert points]
	(e) [Insert position or discipline as appropriate]	[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). [For entirely national consultants, this sub criteria does not apply.]	[0 – 10]

	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>	
<b>37.2</b>	Specify in the case of QBS that only the technical score is relevant and that there are no weights given to the technical and financial scores.	
<b>38.3</b>	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.	
<b>40.1</b>	The weights given to the Technical and Financial Proposals are: $T =$ <i>[Insert weight: normally between 0.7 and 0.8]</i> , and $P =$ <i>[Insert weight: normally between 0.2 and 0.3]</i>	
<b>41.1</b>	The address for contract negotiations is:	
<b>48.1</b>	The assignment is expected to commence on <i>[insert date]</i> at <i>[insert location]</i>	
<b>49.2</b>	The name and address of the office where complaints to the Procuring Entity are to be submitted is <i>[enter name and address]</i> .	

### Section 3. General Conditions of Contract

#### A. General

1. Definitions
- 1.1 The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) The “**Client**” is the party named in the SCC who engages the Consultant to perform the Services.
  - (b) “**Completion**” means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.
  - (c) The “**Completion Date**” is the date of actual completion of the fulfilment of the Services.
  - (d) The “**Consultant**” is the organisation whose proposal to perform the Services has been accepted by the Client and is named as such in the SCC and the Contract Agreement.
  - (e) “**Contract Agreement**” means the Agreement entered into between the Client and the Consultant together with the Contract Documents.
  - (f) “**Contract Documents**” means the documents listed in the Agreement, including any amendments thereto, that is these General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices.
  - (g) “**Day**” means calendar day.
  - (h) “**Effective Date**” means the date on which this Contract **comes** into force and effect pursuant to GCC Clause 18.
  - (i) “**GCC**” mean the General Conditions of Contract.
  - (j) “**Government**” means the Delta State Government.
  - (k) The “**Intended Completion Date**” is the date on which it is intended that the Consultant shall complete the Services as specified in the SCC.
  - (l) “**Member**” means in case where the Consultant consists of a joint venture, any of the entities that make up the joint venture; and “**Members**” means all these entities.
  - (m) “**Month**” means calendar month
  - (n) “**Party**” means the Client or the Consultant, as the case may be, and “**Parties**” means both of them. Third party means any party other than Client and Consultant.
  - (o) “**Personnel**” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part t; and “Key Personnel” means the Personnel referred to in GCC Sub Clause 24.1.
  - (p) “**Reimbursable expenses**” means all assignment-related costs other than Consultant’s remuneration.
  - (q) “**Remuneration**” means all costs related to payments of fees to the

Consultant for the time spent by the professional and other staff on assignment related activities.

- (r) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (s) **“Services”** means the tasks or actions to be performed and the services to be provided by the Consultant pursuant to this Contract, as described in Appendices 1 to 7 of the Contract Agreement.
- (t) **“Sub-Consultant”** means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (u) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (v) **“Writing”** means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt, Fraudulent, Collusive or Coercive Practices

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.

3.2 In pursuance of this requirement, the Client shall:

- (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a 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 a misconduct, corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public funds.

3.3 Should any misconduct, corrupt or fraudulent practice of any kind referred to in GCC Sub-Clause 3.4 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 stated in GCC Sub-Clause 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons therefore, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client related to matters of alleged fraud or corruption shall be in writing.

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,
- (c) “*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) including non disclosure of dominating or subsidiary or similar relationships that may help a party to establish proposal prices at artificial, non-competitive levels or to wrongfully obtain a consulting contract and or to deprive the Client of the benefits of free, open and genuine competition; and
- (d) “*coercive practice*” means harming or threatening to harm, directly or indirectly, persons, their family, or their property in order to influence the procurement proceedings, or affect the execution of a contract.
- (e) *Misconduct which means, Breaches of codes of conduct of contractors and suppliers and related mandatory provisions of the Delta State Public Procurement law 2008, Delta State Public Procurement Regulations and Standard Bidding Documents.*

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. Interpretation

4.1 In interpreting the General Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings in the General Conditions of Contract shall not be deemed part or be taken into consideration in the interpretation or construction of the Contract. Words have their normal meaning under the English language unless specifically defined.

#### 4.2 Entire Agreement

- (a) The Contract constitutes the entire agreement between the Client and the Consultant and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract Agreement.

#### 4.3 Amendment

- (a) No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.4 Non-waiver

- (a) Subject to GCC Sub-Clause 4.4(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and

conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.5 Severability

- (a) If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

#### 4.6 Phased completion

- (a) If phased completion is specified in the SCC, references in the GCC to the Services, the Completion Date, and the Intended Completion Date apply to any Phase of the Services (other than references to the Completion Date and Intended Completion Date for the whole of the Services).

### 5. Documents Forming the Contract and Priority of Documents

- 5.1 The following documents forming the contract shall be interpreted in the following order of priority:
  - (a) The Contract Agreement;
  - (b) The Special Conditions of Contract (SCC);
  - (c) The General Conditions of Contract (GCC),
  - (d) The Appendices (1 to 7).

### 6. Eligibility

- 6.1 The Consultant and its Sub-Consultants shall have the nationality of a country, other than those specified in the SCC.
- 6.2 All materials, equipment, plant, and supplies used by the Consultant and services supplied under the Contract shall have their origin in the countries, except those specified in the SCC.

### 7. Governing Language

- 7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Client, shall be written in the English language. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 7.2 The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

8. Applicable Law 8.1 The Contract shall be governed by and interpreted in accordance with the laws of Delta State and the Federal Republic of Nigeria.
9. Contractual Ethics 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the contract, shall have been given or received in connection with the selection process or in the contract execution.
10. Joint Venture, Consortium or Association 10.1 If the Consultant is a joint venture, consortium, or association, (this does not include sub consultancy) all of the parties may sign the Contract Agreement and be jointly and severally liable to the Client for the fulfilment of the provisions of the Contract and shall designate one party to act as a Member-in-Charge with authority to bind the joint venture, consortium, or association or in alternative all the parties shall sign an agreement which terms is satisfactory to the Procuring Entity empowering one selected party as Member in Charge with authority to bind all regarding the project, in which case such a member in Charge may sign the contract agreement on behalf of the joint venture . The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Client.
11. Communications and Notices 11.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the address specified in the SCC.
- 11.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 11.3 A Party may change its address for notice by giving the other Party notice of such change to the address.
12. Assignment 12.1 Neither the Client nor the Consultant shall assign, in whole or in part, their obligations under this Contract.
13. Relation between the Parties 13.1 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf.
14. Site 14.1 The Services shall be performed at such locations as are specified in Appendix 1, to the Contract and, where the location of a particular task is not so specified, at such locations as the Client may approve.
15. Authority of Member in Charge 15.1 In case the Consultant consists of a JV of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

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| 16. Authorized Representatives | 16.1 | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.     |
| 17. Taxes and Duties           | 17.1 | The Consultant, Sub-Consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Governing Law, the amount of which is deemed to have been included in the Contract Price. |

**B. Commencement, Completion and Modification of Contract**

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|---|------|--|
| 18. Effectiveness of Contract                               | 18.1 | The Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.   |
| 19. Termination of Contract for Failure to Become Effective | 19.1 | If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 20. Commencement of Services                                | 20.1 | The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.   |
| 21. Expiration of Contract                                  | 21.1 | Unless terminated earlier pursuant to Clause 19.1 hereof and or GCC Clauses 63 to 66, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.  |
| 22. Modifications or Variations                             | 22.1 | Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Pursuant to GCC Clause 49.2, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.  |

**C. Consultant’s Personnel and Sub-Consultants**

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|------------------------------|------|---|
| 23. General                  | 23.1 | The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.   |
| 24. Description of Personnel | 24.1 | The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Personnel are described in Appendix 3, to the contract if any of the Key Personnel has already been approved by the Client, his/her name is listed as well. |
|                              | 24.2 | If required to comply with the provisions of GCC Clause 27, adjustments with respect to the estimated periods of engagement of Key Personnel set  |



forth in Appendix 3 to the contract may be made by the Consultant by written notice to the Client, provided:

- (a) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is the larger;
- (b) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC Sub clause 49.2 of the Contract; and
- (c) any other such adjustments shall only be made with the Client's written approval.

24.3 If additional work is required beyond the Scope of the Services specified in Appendix 1 to the contract, the estimated periods of engagement of Key Personnel set forth in Appendix 3 may be increased by agreement in writing between the Client and the Consultant. In case that will cause payments under the Contract to exceed the ceilings set forth in GCC Sub Clause 49.2 of this Contract, this will be explicitly in the agreement.

25. Approval of Personnel      25.1 The Client hereby approves the Key Personnel and Sub Consultants listed by title as well as by name in Appendix 3 to the contract. In respect of other Personnel that the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed approved by the Client.

26. Working Hours, Overtime, Leave      26.1 Working hours and holidays for Key Personnel are set forth in Appendix 4 to the contract.

26.2 The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, except as specified in Appendix 4 to the contract and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix 3 to the contract. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

27. Removal and/or Replacement of Personnel      27.1 Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Client.

- 27.2 If the Client :
- (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or
  - (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel:

then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

- 27.3 Any of the Personnel provided as a replacement under GCC Sub-Clauses 27.1 and 27.2, the rate of remuneration applicable to such person as well as any reimbursable expenses, the Consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree,
- (a) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and
  - (b) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

28. Project Manager 28.1 If specified in the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a Project Manager, acceptable to the Client, shall take charge of the operations of the personnel and performance of such Services.

#### **D. Obligations of the Consultant**

29. Standard of Performance 29.1 The Consultant shall perform the Services and carry out its obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in good faith with respect of any matter relating to this Contract or to the Services, and as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties.
30. Law Governing Services 30.1 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Consultants, as well as the Personnel of the Consultant and any Sub Consultants, comply with the Applicable Law.
31. Conflict of Interests 31.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
32. Consultant Not to Benefit from 32.1 The remuneration of the Consultant pursuant to GCC Clauses 49 to 51 shall constitute the Consultant's sole remuneration in connection with this

Com-missions, Discounts	Contract and, subject to GCC Clause 33 , the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations, and the Consultant shall use their best efforts to ensure that any Sub Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
	32.2 Furthermore, if the Consultant, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
33. Consultant and Affiliates not to Engage in Certain Activities	33.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to the Services.
34. Prohibition of Conflicting Activities	34.1 The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities in Nigeria that would conflict with the activities assigned to them under this Contract.
35. Confidentiality	35.1 Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this section, “confidential information” means any information or knowledge acquired by the Consultant and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.
36. Liability of the Consultant	36.1 The Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.
	36.2 The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.
	36.3 The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of:
	(a) infringement or alleged infringement by the Consultant of any

patent or other protected right; or

(b) plagiarism or alleged plagiarism by the Consultant.

36.4 The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.

36.5 The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under GCC Clause 29 provided:

(a) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services indicated in the SCC;

(b) that the ceiling on the Consultant's liability under GCC Clause 29 shall be limited to the amount indicated in the SCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct; and

(c) that the Consultant's liability under GCC Clause 29 shall be limited to actions, omissions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.

36.6 In addition to any liability the Consultant may have under GCC Clause 29, the Consultant shall, at their own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC Clause 29.

36.7 Notwithstanding the provisions of paragraph (a) of this GCC Clause 36, the Consultant shall have no liability whatsoever for actions, omissions, claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which Consultant do not agree; or (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

37. Insurance to be taken out by the Consultant

37.1 The Consultant

(a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and

(b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the

current premiums therefore have been paid.

38. Accounting, Inspection and Auditing
- 38.1 The Consultant shall:
- (a) keep accurate and systematic accounts and records in respect of the Services, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases t; and
  - (b) periodically permit the Client or its designated representative, and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.
- 38.2 The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
39. Consultant's Actions Requiring Client's Prior Approval
- 39.1 The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) Any change or addition to the Personnel listed in Appendix 3 to the Contract;
  - (b) Any sub-contract work relating to the Services to an extent and with such specialists and entities as may be approved; and
  - (c) Any other action that may be specified in the SCC.
- 39.2 Notwithstanding any approval under Clause 39.1 (b) above, the Consultant shall remain fully liable for the performance of Services by the Sub-Consultant and its personnel and retain full responsibility for the Services. In the event that any Sub-Consultant is found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
40. Reporting Obligations
- 40.1 The Consultant shall submit to the Client the reports and documents specified in Appendix 2 to the Contract hereto, in the form, in the numbers and within the time periods set forth in the said Appendix 2. Final reports shall be delivered in CD ROM in addition to the hard copies specified in the said Appendix.
41. Proprietary Rights on Documents Prepared by the Consultant
- 41.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software, and use such software for their own use with the prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third

parties for purposes of the development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled, at its sole discretion, to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

42. Proprietary Rights on Equipment and Materials Furnished by the Client      42.1      Equipment, tools and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

**E. Obligations of the Client**

43. Assistance and Exemptions      43.1      The Client shall use its best efforts to ensure that the Government shall:
- (a) Provide the Consultant, Sub-Consultants and Personnel with documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services;
  - (b) issue to officials, agents and representatives of the Government of Delta State or its Local Governments all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
  - (c) supervise to ensure that its officials, agents, representatives of Government of Delta State of any of its Local Governments provide all required support and co-operation promptly to the Consultant
  - (d) assist the Consultant in obtaining necessary licenses and permits needed to carry out the services; and
  - (e) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC including access to relevant personnel, documents, reports and accurate information.
44. Access to Land      44.1      The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Client shall, however, be responsible for any damage to such land or any property thereon resulting from such access, and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub Consultant or the Personnel of either of them.

45. Change in the Applicable Law Related to Taxes and Duties
- 45.1 If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC Sub Clause 49.2.
46. Services, Facilities and Property of the Client
- 46.1 The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix 5A to the contract at the times and in the manner specified in said Appendix 5A.
- 46.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix 5A to the contract, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Sub Clause 49.3 hereinafter.
47. Payment
- 47.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by GCC Clauses 49 to 55 of this Contract.
48. Counterpart Personnel
- 48.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix 5B to the contract.
- 48.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix 5B, the Client and the Consultant shall agree on
- (a) how the affected part of the Services shall be carried out; and
- (b) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to GCC Sub Clause 49.3.
- 48.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

## F. Payments to the Consultants

49. Cost Estimate of Services: Ceiling Amount
- 49.1 An estimate of the cost of the Services is set forth in Appendix 6 to the contract.
- 49.2 Except as may be otherwise agreed under GCC Clause 22 and subject to GCC Sub Clause 49.3, payments under this Contract shall not exceed the ceiling specified in the SCC.
- 49.3 Notwithstanding GCC Sub Clause 49.2, if pursuant to any of the GCC Clauses 50, 46 or 48, the Parties shall agree that additional payments as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimate referred to in GCC Sub Clause 49.1 above, the ceiling set forth in GCC Sub Clause 49.2 above shall be increased by the amount of any such additional payments.
50. Payments: General
- 50.1 All payments under this Contract shall be made to the account of the Consultant specified in the SCC.
- 50.2 Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendix 6 to the contract, may be charged to the contingency provided for only if the Client approved such expenditures prior to being incurred.
- 50.3 With the exception of the final payment under GCC Clause 55, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations.
51. Remuneration and Reimbursable Expenses
- 51.1 Subject to the ceiling specified in GCC Sub Clause 49.2, the Client shall pay to the Consultant
- (a) Remuneration as set forth in GCC Sub Clause 51.2; and
- (b) Reimbursable Expenses as set forth in GCC Sub Clause 51.3.
- Unless otherwise specified in the SCC, the said remuneration shall be fixed for the duration of the Contract.
- 51.2 Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with GCC Clause 20 and SCC Clause 20 (or such other date as the Parties shall agree in writing), at the rates referred to in the SCC and subject to price adjustment, if any, specified in the SCC.
- 51.3 Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in the SCC.
- 51.4 The remuneration rates referred to under Clause 51.1(a) above shall cover:
- (a) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel; as well as



- (b) factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), and
  - (c) the Consultant's fee.
- 51.5 Remuneration for periods of less than one (1) month shall be calculated on a calendar-day basis for time spent on the assignment (one (1) day being equivalent to 1/30th of a month).
- 52. Modes of Payment
  - 52.1 Payments in respect of the Services shall be made as specified in GCC Clauses 53 to 55.
- 53. Advance Payment
  - 53.1 If so specified in the SCC, an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the SCC not exceeding 15% of the total estimated remuneration and or reimbursable expenses due. If in an international competitive bid the advance payment shall be supported by an unconditional bank guarantee issued by a bank acceptable to the client, in the case of a State Competitive Bidding otherwise called National Competitive Bidding, it may be an unconditional insurance bond or bank guarantee issued by an insurance company or bank acceptable to the client. In all cases such a bond or insurance bond shall:
    - (a) remain effective until the Advance Payment has been fully offset; and
    - (b) be in the format as shown in Appendix 7.
  - 53.2 The Advance Payment will be offset by the Client in equal instalments against the statements for the number of months of the Services specified in the SCC until said Advance Payment has been fully offset.
- 54. Interim Payments
  - 54.1 As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, an itemized statement, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC Clauses 51 to 55 for such month, or any other period indicated in the SCC. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.
  - 54.2 The Client shall pay the Consultant's invoices within sixty (30) days after the receipt and verification by the Client of such (statement /Report) invoice activities and invoice value due with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment.

- 54.3 Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date only after Ninety days from the date of verification of invoice value due.
55. Final Payment 55.1 The final payment under this Clause shall be made only after the final report, and a final statement, and invoice identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client.
56. Suspension of Payments 56.1 The Client may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- (a) shall specify the nature of the failure; and
  - (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

### **G. Time Control**

57. The Services to be Completed by the Intended Completion Date 57.1 The Consultant shall carry out the Services in accordance with the Programme submitted by the Consultant, with the approval of the Client and complete them by the Intended Completion Date except otherwise revised with the Client's approval.
58. Early Warning 58.1 If at any time during performance of the Contract, the Consultant or its Sub-Consultants should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Consultant shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, the Client shall evaluate the situation, and the Consultant shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.

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| 59. Extension of the Intended Completion Date | 59.1 | In the event the Consultant is unable to complete the assignment by the Intended Completion Date it may request the Client to extend the Intended Completion Date giving reasons thereof. The Client shall extend the Intended Completion Date if the reasons given by the Consultant are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date. |
| 60. Progress Meetings                         | 60.1 | The Client and the Consultant shall arrange progress meetings at regular intervals to review the progress of works. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.  |
|   | 60.2 | The Client shall record the business of progress meetings and provide copies of the record to those attending the meeting and to the Consultant for action.   |

#### **H. Good Faith and Fairness in Operation**

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|---------------------------|------|--|
| 61. Good Faith            | 61.1 | The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.  |
| 62. Fairness in Operation | 62.1 | The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC Clause 74. |

#### **I. Termination and Settlement of Disputes**

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| 63. Termination for Default | 63.1 | The Client or the Consultant, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.   |
|                             | 63.2 | Fundamental breaches of the contract shall include but shall not be limited to, the following: <ul style="list-style-type: none"> <li>(a) If the Consultant fails to remedy a failure in the performance of their obligations , as specified in a notice of suspension pursuant to GCC Clause 56 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;</li> <li>(b) If the Consultant submits to the Client a statement which has a material</li> </ul> |

effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;

- (c) If the Consultant, in the judgment of the Client, has engaged in misconduct, corrupt or fraudulent practices in competing for or in executing this Contract;
- (d) If the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Sub-Clause 74.2;
- (e) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Sub-Clause 74.2 within fifteen (15) days after receiving written notice from the Consultant that such payment is overdue; or
- (f) If the Client is in material breach of its other obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- (g) A debt for services rendered by the consultant is overdue if unpaid within sixty days from the date of receipt by the Client of its invoice not subject to dispute pursuant to Sub-Clause 74.2.

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| 64. Termination for Insolvency           | 64.1 | The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if: <ul style="list-style-type: none"><li>(a) the Client becomes bankrupt or otherwise insolvent;</li><li>(b) the Consultant becomes (or, if the Consultant consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or</li><li>(c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.</li></ul> |
| 65. Termination for Convenience          | 65.1 | The Client, by notice sent to the Consultant, may in its sole discretion and for any reason whatsoever, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.   |
| 66. Termination because of Force Majeure | 66.1 | The Client and the Consultant may at any time terminate the Contract by giving notice to the other party 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 sixty (60) days.  |
| 67. Force Majeure                        | 67.1 | For the purposes of this Contract, "Force Majeure" means an event which   |

is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

67.2 Force Majeure shall not include any:

- (a) event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, or
- (b) event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations.

67.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required.

68. No Breach of Contract

68.1 The failure of a Party to fulfil any of its obligations shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

69. Measures to be Taken on Force Majeure

69.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

69.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

69.3 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

- 69.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
70. Cessation of Rights and Obligations
- 70.1 Upon termination of the Contract pursuant to GCC Clauses 19, 63, 64, 65 or 66 , or upon expiration of this Contract pursuant to GCC Clause 21 , all rights and obligations of the Parties shall cease, except
- (a) such rights and obligations as may have accrued on the date of termination or expiration;
  - (b) the obligation of confidentiality set forth in GCC Clause 35 ;
  - (c) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 38 ; and
  - (d) any right which a Party may have under the Applicable Law.
71. Cessation of Services
- 71.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 63, 64, 65 or 66, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC Clauses 41 or 42.
72. Payment upon Termination
- 72.1 Upon termination of the Contract pursuant to GCC Clauses 63, 64, 65 or 66, the Client shall make the following payments to the Consultant:
- (a) remuneration pursuant to GCC Sub-Clause 51.2 for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to GCC Sub-Clause 51.3 for expenditures actually incurred prior to the effective date of termination; and
  - (b) except in the case of termination on the Consultant’s default, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.

73. Disputes about Events of Termination
- 73.1 If either Party disputes whether an event specified in GCC clause 63, 64 or 66 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 74, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- 73.2 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 74.
74. Settlement of Disputes
- 74.1 Amicable Settlement
- (a) 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.
- 74.2 Arbitration
- (a) Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within twenty eight (28) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration in accordance with the [Arbitration and Conciliation Act,Cap A18,LFN,2004] or such as is at present in force and or in the place shown in the SCC.

#### Section 4. Special Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<p><b>1.1 (a)</b></p> <p><b>1.1 (d)</b></p> <p><b>1.1 (k)</b></p>	<p>The Client is [<i>name, address and name of authorized representatives</i>]</p> <p>The Consultant is [<i>Name, address and name of authorized representatives</i>]</p> <p>The Intended Completion Date is [<i>enter date</i>]</p>
<b>4.6</b>	<p>The assignment is to be completed in the following phases:</p> <p>[<i>state "None", if not applicable</i>]</p>
<b>6.1</b>	Non eligible countries are:
<b>6.2</b>	Materials, equipments and supplies used by the Consultant are not permitted if they have originated in [ <i>state countries</i> ]
<b>7.1</b>	
<b>11.1</b>	<p>The addresses for <b><u>Communications and Notices</u></b> are:</p> <p><b>Client</b> :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail :</p> <p><b>Consultant</b> :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail :</p>
<b>15.1</b>	<p>The Member in Charge is [<i>insert name of member</i>].</p> <p><i>Note: If the Consultant consists of a joint venture of more than one entity, the name of the entity whose address is specified in Clause SCC 11 should be inserted here. If the Consultant consists only of one entity, this Clause SCC 15.1 should be deleted from the SCC.</i></p>



6.1	<p>The Authorized Representatives are:</p> <p><b>For the Client</b> :</p> <p><b>For the Consultant</b> :</p>
18.1	<p>The effectiveness conditions are the following: <i>[insert conditions]</i></p> <p><i>Note: List here any conditions of effectiveness of the Contract, e.g., receipt by Consultant of advance payment and by Client of advance payment guarantee (see Clause GCC 53. If there are no effectiveness conditions, then state so above.</i></p>
19.1	<p>The time period shall be <i>[insert time period, e.g.: four months]</i>.</p>
20.1	<p>The time period shall be <i>[insert time period, e.g.: four months]</i>.</p>
22	<p><i>Specify here if modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, will be allowed (e.g. if the need for additional services, such as “downstream” work is anticipated)</i></p>
28.1	<p>The person designated as Project Manager in Appendix C to the contract shall serve in that capacity.</p> <p><i>Note: If there is no such manager, then state so above.</i></p>
36.5 (a)	<p>The number of months shall be <i>[insert number, e.g.: twelve]</i></p>
36.5 (b)	<p>The ceiling on Consultant’s liability shall be limited to <i>[insert amount]</i></p>
37.1(a)	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> <li>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Nigeria by the Consultant or their Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of <i>[insert amount]</i>;</li> <li>(b) Third Party liability insurance, with a minimum coverage of <i>[insert amount]</i>;</li> <li>(c) Professional Liability insurance, with a minimum coverage of <i>[insert amount]</i>;</li> <li>(d) Employer’s Liability and Workers’ Compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as</li> </ul>

	<p>may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p> <p><i>[delete what is not applicable]..</i></p>
<b>39.1(c)</b>	<p>The other actions are: <i>[insert actions]</i>.</p> <p><i>Note: If there are no other actions, then state so above. If the Services consist of or include the supervision of civil works, the following action should be inserted:</i></p> <p>“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 Client as “Employer” is required”.</p>
<b>41.1</b>	<p><i>Note: If there is to be no restriction on the future use of these documents by either Party, then state so above. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p>“The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client”.</p> <p>“The Client shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant.”</p> <p>“Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.”</p>
<b>43.1(d)</b>	<p><i>Note: List here any other assistance to be provided by the Client. If there is no such other assistance, then state so above.</i></p>
<b>49.2</b>	<p>The ceiling is: <i>[insert amount]</i></p>
<b>50.1</b>	<p>The account is: <i>[insert account]</i>.</p>
<b>51.1</b>	<p>The prices charged for the Services provided shall be fixed for the duration of the Contract/adjustable in accordance with the price adjustment formula detailed below. <i>[delete as appropriate]</i></p>

	<p><b>Note:</b> <i>In order to adjust the remuneration for inflation, a price adjustment provision should be included here if the contract has duration of more than 18 months or if the inflation is expected to exceed 5% per annum. The adjustment should be made every 12 months after the date of the contract. Remuneration should be adjusted by using the corresponding index applicable in Nigeria.</i></p> <p><i>To adjust the remuneration for foreign and/or local inflation, a price adjustment provision shall be included in the contract if its duration is expected to exceed 18 months. Exceptionally, contracts of shorter duration may include a provision for price adjustment when local or foreign inflation is expected to be high and unpredictable.</i></p> <p><i>A sample provision is provided below for guidance:</i></p> <p>“Payments for remuneration made in accordance with GCC Clause 51.1 shall be adjusted as follows:</p> <p>Remuneration paid pursuant to the rates set forth in Appendix F to the Contract shall be adjusted every <i>[insert number]</i> months (and, for the first time, with effect for the remuneration earned in the <i>[insert number]</i> calendar month after the date of the Contract) by applying the following formula:</p> $R_t = R_{t_0} \times \frac{I_t}{I_{t_0}} \quad \left\{ \text{or} \quad R_t = R_{t_0} \times \left[ 0.1 + 0.9 \frac{I_t}{I_{t_0}} \right] \right\}$ <p>where <math>R_t</math> is the adjusted remuneration, <math>R_{t_0}</math> is the remuneration payable on the basis of the rates set forth in Appendix F, <math>I_t</math> is the official index for salaries in paragraph for the first month for which the adjustment is to have effect and, <math>I_{t_0}</math> is the <i>Consumer Price Index (All Urban, as published by the [Nigeria Bureau of Statistics] on a regular basis, for the month of the date of the Contract</i>”.</p>
51.2	The rates for Personnel are set forth in Appendix 6 to the Contract.
51.3	The Reimbursable expenses are set forth in Appendix 6 to the Contract.
53.1	<p>Advance Payment(s) shall NOT be made as a part of this Contract.</p> <p><i>[or]</i></p> <p>Advance Payment(s), in respect of actual sums or sums provided against an advance payment guarantee, shall be made as follows::</p> <ol style="list-style-type: none"> <li>(1) An advance payment [of <i>[insert amount – usually not more than 15%]</i>] shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the Client in equal instalments against the statements/invoices for the first <i>[insert number]</i> months of the Services until the advance payment has been fully set off.</li> <li>(2) Advance payment guarantee in the form of, an unconditional bank guarantee in the case of ICB or either of Unconditional</li> </ol>

	<p>bank guarantee or unconditional insurance bond in the case of SCB shall be required, equivalent to the amount of the advance payment.</p> <p><i>[The procuring entity should amend this clause as required for the particular procurement, taking account that under international competitive bidding only a bank guarantee can be used whilst under a state competitive bid otherwise called national competitive bid, a choice exists between an unconditional bank guarantee or an unconditional insurance bond which may suffice.]</i></p>
<b>54.1</b>	<p>The Consultant shall submit to the Client itemized statements/invoices at time intervals of <i>[insert number of months].</i></p> <p>Note: <i>Delete this Clause 54.1 if the Consultant shall have to submit its itemized statements monthly.</i></p>
<b>54.3</b>	<p>The interest rate is: <i>[insert rate].</i></p> <p><i>[Note: the interest rate shall normally be 1% above the CBN minimum re-discount rate in Nigeria][in the case of international short lists, the interest rate shall normally be 1% above LIBOR]</i></p>
<b>74.2(a)</b>	<p>The place of Arbitration is:</p>

## **Section 5. Proposal & Contract Forms**

### **5A. 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.]*

- 5A1 Technical Proposal Submission Form
- 5A2 Consultant's Organization and Experience
  - a. Consultant's Organization
  - b. Consultant's Experience
- 5A3 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 including contents of expected reports(outputs)
  - (b) On the Counterpart Staff and Facilities
- 5A4 Descriptions of the Approach, Methodology, and Work Plan for Performing the Assignment
- 5A5 Work Schedule
- 5A6 Team Composition and Task Assignments
- 5A7 Staffing Schedule
- 5A8 Curriculum Vitae (CV) for Proposed Professional Staff

**Form 5A1    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 Delta State Government of Nigeria, Federal Government of Nigeria or any other State Government in Nigeria 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,

Authorised Signature <i>[in full and initials]</i>	
Name and title of Signatory	
Name of Firm	
Address	

**Form 5A2 Consultant's Organization and Experience**

**Consultant's Organisation**

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

**Consultant's Experience**

**Major Work Undertaken during the last (Ten, Five or even Three) 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 Organisation: No of Staff:
Start Date (Month/Year)	Completion Date (Month/Year)	No of Person-Months
Name of associated Consultants, if any:		N <sup>o</sup> 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:	
Authorised Signature:	

**Form 5A3. 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 improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities or proposing an alternative method of undertaking the work, proposed contents of reports etc). 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 21.1 of the Special Instructions to Consultants including: administrative support, office space, local transportation, equipment, data, etc.]*



## Form 5A4 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 5A5.
- 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 5A6, and the Staffing schedule of Form 5A7. 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 5A5 Work Schedule**

N°	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	4	4	5	6	7	8	9	10	11	12	n
1														
2														
4														
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.

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

**-Form 5A7 Staffing Schedule 1**

N°	Name of Staff	Staff-month input by month <sup>1</sup>													Total staff-month input		
		1	2	4	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>2</sup>	Total
1																	
2																	
3																	
N																	
														<b>Total</b>			

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 5A8 Curriculum Vitae (CV) for Each Proposed Professional Staff**

1	PROPOSED POSITION FOR THIS PROJECT	<i>[From the Terms of Reference, state the position which the Consultant will be engaged. Only one candidate shall be nominated for each position].</i>		
2	NAME OF PERSON	<i>[state full name]</i>		
3	DATE OF BIRTH			
4	NATIONALITY			
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	<i>[state rank and name of society and year of attaining that rank].</i>		
6	EDUCATION:	<i>[list all the colleges/universities which the consultant attended, stating degrees obtained, and dates, and list any other specialised education of the consultant].</i>		
7	OTHER TRAINING	<i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the consultant].</i>		
8	LANGUAGES & DEGREE OF PROFICIENCY	Language	Speaking	Reading
		<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>
9	COUNTRIES OF WORK EXPERIENCE	Writing	<i>Excellent</i>	
10	EMPLOYMENT RECORD	<i>[The Consultant should clearly distinguish whether as an “employee” of the firm or as a “Consultant” or “Advisor” of the firm].</i>		
	<i>[starting with position list in reverse order <b><u>every employment held and state the start and end dates of each employment</u></b>]</i>	<i>[The Consultant should clearly indicate the Position held and give a brief description of the duties in which the Consultant was involved].</i>		
	EMPLOYER 1	FROM:	TO:	
		<i>[e.g. January 1999]</i>	<i>[e.g. December 2001]</i>	

EMPLOYER 2	FROM:	TO:
EMPLOYER 3	FROM:	TO:
EMPLOYER 4 (etc)	FROM:	TO:
11 WORK UNDERTAKEN THAT BEST ILLUSTRATES YOUR CAPABILITY TO HANDLE THIS ASSIGNMENT <i>[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about half of a page A4].</i>		

**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 bio-data correctly describes myself, my qualifications, and my experience. I understand that any wilful 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

## **5B. 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 5B1 to 5B5 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 Special Instructions to Consultants]*

- 5B1 Financial Proposal Submission Form
- 5B2 Summary of Costs
- 5B3 Breakdown of Staff Remuneration
- 5B4 Breakdown of Reimbursable expenses
- 5B5 Breakdown of Taxes

**Form 5B1 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 Nigerian 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 Proposal Data Sheet.

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
----------------------------	--------	-----------------------------------

We also declare that the Government of Delta State, The Federal Government of Nigeria and or no other State government in Nigeria has 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 (ITT Clause 3).

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

Signed

In the capacity of:

Duly authorised to sign the proposal on behalf of the Applicant:

Date:



**Form 5B2    Summary of Costs**

Cost Component	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 5B3 Breakdown of Staff Remuneration**

Name <sup>1</sup>	Position <sup>2</sup>	Staff-month Rate <sup>3</sup>	Input <sup>3</sup> (Staff-months)	[Indicate Sub Cost for each staff] <sup>4</sup>
<b>Staff</b>				
		Head Office		
		Field		
Total Costs				

- 1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 2 Positions must coincide with the ones indicated in Form 5A7.
- 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 5B4 Breakdown of Reimbursable Expenses**

N°	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>	Quantity	[Indicate sub cost for each item] <sup>3</sup>			
	Per diem allowances	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,							
	Laboratory tests.							
	Subcontracts							
	Other transportation							
	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 x Quantity.

**Form 5B5 Breakdown of Taxes**

Sl. No.	Description1	Unit	Unit Cost 2	Quantity	[Indicate cost for each item] 3			

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

## 5C. Contract Agreement

This CONTRACT (hereinafter called the “Contract”) is made the *[insert day]* day of the month of *[insert month]*, *[insert year]*, between, on the one hand, *[insert name of client]* (hereinafter called the “Client”) and, on the other hand, *[insert name of Consultant]* (hereinafter called the “Consultant”).

*[Note: If the Consultant consists of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Client”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [insert name of Consultant] and [insert name(s) of other Consultant(s)] (hereinafter called the “Consultant”).]*

### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and
- (c) the Client has received a credit/ loan/ grant from *[insert name of development partner]* towards the cost of the services under this Contract, it being understood (i) that payments by the development partner will be made only at the request of the Client and upon approval by the development partner, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement between the development partner and the Client. *(delete this Clause if not applicable).*

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown:
  - (a) The Form of Contract;
  - (b) The Special Conditions of Contract (SCC);
  - (c) The General Conditions of Contract (GCC),
  - (d) The Appendices (1 to 7).

*[Note: If any of these Appendices are not used, the words “Not Used” should be inserted next to the title of the Appendix]*

- Appendix 1: Description of the Services
- Appendix 2: Reporting Requirements
- Appendix 3: Personnel and Sub Consultants
- Appendix 4: Hours of Work for Personnel
- Appendix 5: Duties of the Client
- Appendix 6: Cost Estimates

Appendix 7: Form of Bank Guarantee for Advance Payment

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS whereof, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written

For and on behalf of *[name of Client]*

---

*[Authorized Representative]*

For and on behalf of *[name of Consultant]*

---

*[Authorized Representative]*

**[Note:** *If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Consultant

*[name of member]*

---

*[Authorized Representative]*

*[name of member]*

---

*[Authorized Representative]*

## **5D. Appendices**

### **Appendix 1 Description of the Services**

This Appendix will include the final Terms of Reference worked out by the Client and the Consultant during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

### **Appendix 2 Reporting Requirements**

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc., If no reports are to be submitted, state here "Not applicable."

### **Appendix 3 Key Personnel and Sub Consultants**

List under:

- 3A Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel, and staff-months for each.
- 3B List of approved Sub Consultants (if already available); same information with respect to their Personnel as in 3A..

### **Appendix 4 Hours of Work for Key Personnel**

List here the hours of work for Key Personnel; entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.

### **Appendix 5 Duties of the Client**

List under:

- 5A. Services, facilities and property to be made available to the Consultant by the Client;
- 5B. Professional and support counterpart personnel to be made available to the Consultant by the Client.

### **Appendix 6 Cost Estimates**

List cost estimates:

- A. Monthly rates for Personnel (Key Personnel and other Personnel)
- B. Reimbursable expenses:
  - 1. Per Diem allowances.
  - 2. Travel expenses including hotel lodging costs if necessary.
  - 3. Communications.
  - 4. Printing of documents specified in Appendices A and B .
  - 5. Acquisition of specified equipment and materials to be paid for by the Client (including transportation).
  - 6. Cost of programming and use of, and communication between, the computers.
  - 7. Laboratory tests, model tests, and other technical services.
  - 8. Subcontracts.
  - 9. Other transportation costs
  - 10. Office rent, clerical assistance
  - 11. Other items not covered in the foregoing.

## **Appendix 7 Bank Guarantee for Advance Payments**

*[this is the format for the Advance Payment Security to be issued by a commercial bank in Nigeria in accordance with SCC Clause 53.1]*

Contract No:

Date:

To:

[Name and address of Client]

### **ADVANCE PAYMENT GUARANTEE (BOND) No:**

We have been informed that *[name of Consultant]* (hereinafter called “the Consultant”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[description of consulting services]* under the Contract.

Furthermore, we understand that, according to your Special Conditions of Contract Clause 53.1, Advance Payment(s) on Contracts must be supported by a bank guarantee.

At the request of the Consultant, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Naira *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Consultant is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Client and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature



## **Section 6. Terms of Reference**

*Note: See ITC Clause 21.1(a):Inputs from the Client*

*The Terms of Reference (TOR) is the key document in the RFP. It explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables. Adequate and clear TOR is essential for the understanding of the assignment and its correct execution by the Consultant. It also helps in reducing the risk of ambiguities during the preparation of proposals by the Consultant, contract negotiation, and execution of the services.*

*Terms of Reference normally contain the following sections:*

- *Background of the project;*
- *Objectives of the assignment;*
- *Scope of Services;*
- *Transfer of Knowledge (training) (when appropriate);*
- *List of reports and contents, Schedule of deliveries, period of performance;*
- *Key Personnel*
- *Data, personnel, facilities and local services to be provided by the Client, and*
- *Institutional arrangements*