

**INDEPENDENT CORRUPT PRACTICES AND OTHER  
RELATED OFFENCES COMMISSION (ICPC)**

# **ADDENDUM**

**STANDARD REQUEST FOR  
PROPOSALS**

for

**INTERNAL AUDIT CONSULTANCY**

**FEDERAL GOVERNMENT OF NIGERIA**

**MARCH, 2021**

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INDEPENDENT CORRUPT PRACTICES AND  
OTHER RELATED OFFENCES COMMISSION  
(ICPC)

STANDARD REQUEST FOR  
PROPOSALS

for

**Selection of Consulting  
Firms**

INTERNAL AUDIT CONSULTANCY

**Name of Procuring Entity: ICPC**  
**Invitation for Proposal No: LOT 1**  
**Issued on: MARCH, 2021**  
**Proposal Package No:**

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**INDEPENDENT CORRUPT PRACTICES AND OTHER RELATED OFFENCES  
COMMISSION, ICPC  
Plot 802, Constitution Avenue, Central Business District, Abuja.  
INVITATION TO TENDER**

**1.0 INTRODUCTION**

The ICPC, in compliance with the provisions of the Public Procurement Acts, 2007, is requesting for proposals for the engagement of Internal Auditor under the 2021 Budget.

**2.0 SCOPE OF WORK**

**2.1 CATEGORY A**

**LOT 1 REQUEST FOR PROPOSAL ON**

**CONSULTANCY: Internal Audit Consultancy**

**3.0 ELIGIBILITY REQUIREMENTS:**

Interested, experienced and competent contractors should submit the following eligibility documents indicating the minimum qualification required of a bidder. All bids must be accompanied with the following:

- i. Evidence of Company Registration with the Corporate Affairs Commission (CAC), including form CAC2 and CAC7 (or CAC 1.1)
  - ii. Tax Clearance Certificate (TCC) for the last three years (2017, 2018 & 2019) valid till December 31<sup>st</sup>, 2020;
  - iii. Evidence of current Pension Compliance valid till December 31<sup>st</sup>, 2021;
  - iv. Evidence of Current Industrial Training Fund(ITF) compliance Certificate valid till December 31<sup>st</sup>, 2021;
  - v. Evidence of Nigeria Social Insurance Trust Fund (NSITF) Compliance Certificate valid till 31<sup>st</sup> December, 2021;
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- vi. Evidence of registration on the National Database of contractors, consultants and service providers by submission of Interim Registration Report expiring on June 30<sup>th</sup>, 2021 or valid Certificate issued by Bureau of Public Procurement (BPP);
- vii. Sworn Affidavit disclosing whether or not any officer of the Nigerian Communications Satellite Limited or Bureau of Public Procurement is a former or present Director, shareholder or has any pecuniary interest in the bidder and to confirm that all information presented in its bid are true and correct in all particulars;
- viii. Company's Audited Accounts for the last three years, 2018, 2019 and 2020;
- ix. Evidence of Financial capability to execute the project by submission of Reference Letter from a reputable commercial bank in Nigeria; indicating willingness to provide credit facility for the execution of the project when needed;
- x. Company profile with the Curriculum vitae of key Staff to be deployed for the project including copies of their Academic/Professional qualifications, such as registration with ICAN, ANAN, CIT etc.;
- xi. Verifiable evidence of at least Three(3) similar contracts executed in the last Five (5) years, with verifiable letter of award/appointment and Completion Certificates;
- xii. For joint Ventures/Partnership, Memorandum of Understanding (MoU) should be provided (Tax Clearance certificate, Pension Compliance Certificate, ITF Compliance Certificate, NSITF Compliance Certificate, IRR & Sworn Affidavit are compulsory for each JV partner);
- xiii. Arrangement of documents should follow the order in the list of tender requirements, appropriately paged and signed. It should have a table of Contents indicating the pages or folios on which these items are to be found;
- xiv. All documents for submission must be transmitted with a Covering/Forwarding letter under the company/firm's letter Head paper bearing amongst others, the Registration Number (RC) as issued by the Corporate Affairs Commission (CAC) Contact Address, Telephone Number (Preferably GSM No.), and e-mail address. The letterhead paper must bear the Names and Nationalities of the Directors of the Company at the bottom page, duly signed by the authorized officer of the firm.

#### **4.0 COLLECTION OF TENDER DOCUMENT (CATEGORY A)**

Interested Companies are to collect the Standard Bidding Document from **Procurement Unit, Room 15 First Floor, ICPC Headquarters, Abumja** on presentation of a copy of original receipts of non-refundable Tender fees of N10, 000.00 (Ten Thousand Naira Only) paid into ICPC Remita account in any reputable commercial bank in Nigeria.

#### **5.0 SUBMISSION OF TENDER DOCUMENTS (CATEGORY A):**

Bidders are to submit for each of the desired lot, two (2) hard copies each of the technical and Financial Bids, with soft copy of the financial bid only in MS Excel format packaged separately in two sealed envelopes and marked "TECHNICAL BID FOR LOT..." or "FINANCIAL BID FOR LOT..." at the top left hand corner of each envelope with the Company name indicated at the back of each envelope. Both envelopes should be sealed and placed in a third or bigger envelope marked with the Lot number at top right corner and address to: **The Secretary to the Commission, Room 24 Second Floor, ICPC Headquarters, plot 802, Constitution Avenue, Garki Abuja, On or before 15<sup>th</sup> March, 2021 at a designated tamper proof box.**

SIGNED MANAGEMENT

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## Section 1. Instructions to Consultants

### A. General

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|--|-----|--|
| 1. Scope of Assignment   | 1.1 | The Client, named in the Special Instructions to Consultants (SIC), will select a Consultant for the specific assignment as specified in the SIC and described in details in Section 3: Terms of Reference.  |
| 2. Source of Funds   | 2.1 | The Client has been allocated public funds as indicated in the SIC and intends to apply a portion of the funds to eligible payments under the Contract for which this ITC is issued.   |
| 3. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices | 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: <ul style="list-style-type: none"><li>(a) exclude the Consultant from participation in the procurement proceedings concerned or reject an Proposal for award; and</li><li>(b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.</li></ul> |
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if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Contract under public funds.

- 3.3 Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind come to the knowledge of the Client, it shall, in the first place, allow the Consultant to provide an explanation and shall, take actions as above only when a satisfactory explanation is not received.
  - 3.4 The Government defines corrupt, fraudulent, collusive, coercive or obstructive practices, for the purposes of this provision, in the Contract Agreement Sub-Clause 3.4.
  - 3.5 The Government requires that the 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 The Consultant shall be a national of Nigeria unless otherwise stated in the SIC.
  - 4.2 The Consultant has the legal capacity to enter into the Contract.
  - 4.3 The Consultant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices in accordance with ITC Sub-Clause 3.2.
  - 4.4 The Consultant has fulfilled its obligations to pay taxes, pension fund and ITF contributions under the relevant national laws or regulations.
  - 4.5 Government officials and civil servants, including persons of autonomous bodies or corporations may be hired to work as individual consultant subject to the provisions of the Public Procurement Regulations and Procedures provided the person (a) is on leave of absence without pay; (b) is not being hired by the procuring entity he/she was working for immediately prior to going on leave; and (c) the hiring of him/her would not create any conflict of interest.
5. Conflict of Interest
- 5.1 Government policy requires that the Consultant provide professional, objective, and impartial advice, and at all times hold the Executing Agency's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. The Consultant shall not be hired for any assignment that would be in conflict with their prior or current obligations or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
  - 5.2 The Consultant has an obligation to disclose any situation of actual or potential conflict of interest that impacts on his capacity to serve the best interest of his Client, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.
  - 5.3 The Consultant that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict
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stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.

## **B. Request for Proposal**

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

## **C. Proposal Preparation**

9. Proposal Language
- 9.1 The Proposal, as well as all correspondences and documents relating to the Proposal shall be written in the English language unless specified otherwise in the SIC.
10. Proposal Preparation
- 10.1 The Consultant shall examine in detail the documents comprising the TOR, and prepare the Proposal using the forms furnished in Section 4: Proposal Forms.
11. Client Inputs
- 11.1 In preparing the Proposal the Consultant may assume that the Client will:
- (a) provide at no cost to the Consultant the inputs and facilities specified in the SIC; and
  - (b) make available relevant project data and reports together with the Contract to the Consultant.
12. Technical Proposal Preparation
- 12.1 While preparing the Technical Proposal, a Consultant must give particular attention to the instructions provided in ITC Sub-Clause 12.2 to 12.7 inclusive.
- 12.2 If a Consultant considers that it does not have all the expertise required for the assignment, it may obtain that expertise by associating with other Consultants or entities in a joint venture or sub consultancy as appropriate. Association among the short listed Consultants at the time of submission of a proposal is not permitted, and the Client shall disqualify such proposal. Association of other Consultants (not short listed) in a joint
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venture at the time of submission of a proposal is only permitted with the prior permission of the Client, which must be obtained prior to the submission of a proposal. A short listed Consultant associating with another firm, where that firm is a sub consultant will not require prior permission of the Client. For such cases, the Proposal shall be submitted in the name of the short listed Consultant. For such sub-consultancy (etc), the Proposal should include a covering letter signed by an authorized representative of the Consultant with full authority to make legally binding contractual (and financial) commitments on behalf of the Consultant, plus a copy of the agreement(s) with the sub-Consultant(s). Sub-consultancies (etc) shall in no event relieve the short listed Consultant from any of its obligations, duties, responsibility or liability under the Contract.

- 12.3 For 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.
- 12.4 For Selection under a Fixed Budget, the available budget is given in the SIC, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months normally is not to be disclosed.
- 12.5 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 permanent employees of the Consultant or has an extended and stable working relationship with it.
- 12.6 Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- 12.7 Reports to be submitted by the Consultants as part of the assignment shall be in the English language.

13. Technical  
Proposal:  
Format and  
Content

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

- (c) Form 4A3: indicating comments and suggestions that the Consultant may have on the Terms of Reference to improve performance in carrying out the assignment, any requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, or data, to be provided by the Client.
- (d) Form 4A4: indicating the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. The work plan should be consistent with the Work Schedule (Form 4A5) and should be in the form of a bar chart showing the timing proposed for each activity.
- (e) Form 4A6: being the list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks.
- (f) Form 4A7: being the Estimates of the staff input (staff-months of professionals) needed to carry out the assignment. The staff-months input should be indicated separately for head office and field activities.
- (g) Form 4A8: being the CVs of the Professional staff signed by the respective staff member and by the authorized representative submitting the proposal.
- (h) Plus, a detailed description of the proposed methodology, staffing, and monitoring of training, if the SIC specifies training as a major component of the assignment.
- (i) Any additional information that might be requested in the SIC.

13. 2 The Technical Proposal shall not include any financial information.

**14. Financial  
Proposal  
Format and  
Content**

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

- (a) Form 4B1: 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 4B2: being the Summary of Costs against staff remuneration, reimbursable expenses, and the taxes;
- (c) Form 4B3: being the breakdown of costs against staff remuneration;
- (d) Form 4B4: being the breakdown of costs against reimbursable expenses. A sample list is provided in the SIC;
- (e) Form 4B5: being the estimate of the local taxes, duties, fees, levies and other charges under the applicable law, on the Consultants, sub-Consultants and their personnel.

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

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| 15. Taxes                       | 15.1 The Consultant is subject to local taxes on amounts payable by the Client as per the Applicable Law. It is the responsibility of the Consultant to be familiar with the relevant laws in Nigeria, and to determine the taxes amounts to be paid.  |
| 16. Alternative Proposals       | 16.1 Unless otherwise stated in the SIC, alternative proposals shall not be considered.  |
| 17. Proposal Prices             | 17.1 The Consultant shall indicate on the Financial Proposal the unit prices and total price of the Services it proposes to supply under the contract.<br><br>17.2 Prices quoted by the Consultant shall be fixed, but subject to variation, under exceptional reasons, to be agreed during negotiations.  |
| 18. Proposal Currency           | 18.1 All prices shall be quoted in Naira.  |
| 19. Proposal Validity           | 19.1 Proposals shall remain valid for the period specified in the SIC after the Proposal submission deadline date prescribed by the Client.<br><br>19.2 Consultants shall maintain the availability of Professional staff/experts nominated in the Proposal during the Proposal validity period. The Client will make its best effort to complete negotiations within this period.<br><br>19.3 In exceptional circumstances, prior to the expiration of the Proposal validity period, the Client may request Consultants to extend the period of validity of their Proposals. The request and the responses shall be made in writing. If a Consultant does not respond or refuse the request, its Proposal shall no longer be considered in the evaluation proceedings. A Consultant agreeing to the request will not be required or permitted to modify its Proposal. |
| 20. Proposal Format and Signing | 20.1 The Consultant shall prepare one (1) original of the Technical Proposal as described in ITC Sub-Clause 13.1 and one (1) original of the Financial Proposal as described in ITC Sub-Clause 14.1 and clearly mark them "ORIGINAL".<br><br>20.2 The Consultant shall prepare the number of copies as specified in the SIC of each Proposal and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.<br><br>20.3 The original and all copies of the Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the Consultant to the Contract. The name and position held by each person signing the authorization must be typed or printed below the signature.   |

#### **D. Proposal Submission**

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| 21. Proposal Sealing and Marking | 21.1 The Consultant shall enclose the original Technical Proposal and the original Financial Proposal and all copies of the Proposal in two separate sealed envelopes, and enclose the two envelopes in one sealed outer envelope, which shall: <ul style="list-style-type: none"> <li>(a) bear the name and address of the Consultant;</li> </ul> |
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- (b) be addressed to the Client at the address specified in the SIC; and
    - (c) bear the name of the Assignment as specified in the SIC.
  - 21.2 The envelope with the Financial Proposal shall carry a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”.
  - 21.3 If all envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement, or premature opening of the Proposal.
  - 21.4 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this may constitute grounds for declaring the Proposal non-responsive.
  - 22. Proposal Submission Deadline
    - 22.1 Proposals must be received by the Client at the address specified under ITC Clause 21 no later than the date indicated in the SIC.
    - 22.2 The Proposal may be hand delivered or posted by registered mail or sent by courier. The Client shall, on request, provide the Consultant with a receipt showing the date and time when its Proposal was received.
    - 22.3 The Client may, at its discretion, extend the deadline for the submission of Proposals by amending the RfP in accordance with ITC Clause 8.1.
  - 23. Proposal Submitted Late
    - 23.1 Any Proposal received by the Client after the deadline for submission of Proposals, in accordance with ITC Clause 22.1, shall be declared late, and returned unopened to the Consultant.
  - 24. Proposal Modification, Substitution or Withdrawal
    - 24.1 A Consultant may modify, substitute, or withdraw its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITC Sub-Clause 21.1, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:
      - (a) submitted in accordance with ITC Clause 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “MODIFICATION,” “SUBSTITUTION,” or “WITHDRAWAL;” and
      - (b) received by the Client prior to the deadline prescribed for submission of Proposals, in accordance with ITC Clause 22.1.
    - 24.2 Proposals requested to be withdrawn in accordance with ITC Sub-Clause 24.1 shall be returned unopened to the Consultants.
    - 24.3 No Proposal may be modified, substituted, or withdrawn after the deadline for submission of Proposals specified in ITC Clause 22.1.
- E. Proposal Opening and Evaluation**
- 25. Proposal Opening
    - 25.1 There shall be no public opening of the Technical Proposals, however the Client shall open all Technical Proposals received shortly after the deadline and at the place specified in the SIC.
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- 25.1 The Client shall not open the Financial Proposals at this stage and shall keep these sealed and securely stored until these are opened at the time and manner specified in the SIC.
- 25.1 No Proposal shall be rejected at Proposal opening, except for late Proposals, which shall be returned unopened to the Consultant pursuant to ITC Clause 15.1
26. Confidentiality
- 26.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals, until a Contract has been signed with the successful Consultant.
- 26.1 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved by the relevant authority.
27. Proposal Clarification
- 27.1 The Client may, in writing, ask Consultants for clarification of their Proposals in order to facilitate the examination and evaluation of Proposals.
28. Contacting the Client
- 28.1 Following the opening of the Proposals, and until the Contract is signed, no Consultant shall make any unsolicited communication to the Client.
- 28.2 Any effort by a Consultant to influence the Client in its decisions on the examination, evaluation, and comparison of either the Proposals or Contract award may result in the rejection of its Proposal.
29. Proposal: Evaluation
- 29.1 The Proposals Evaluation Committee (PEC) as a whole and each of its members individually shall evaluate and rank the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and points system specified in the SIC
- 29.2 Technical Proposals shall be evaluated and ranked on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the SIC. Each responsive Technical Proposal will be given a technical score (St). A Technical Proposal shall be rejected if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the SIC.
30. Financial Proposal Opening
- 30.1 In the case of QCBS, FBS and LCS, after the technical evaluation is completed, the Client shall notify in writing, those Consultants that have secured the minimum qualifying mark, indicating the date, time and location for opening the Financial Proposals. The opening date shall usually not be less than one (1) week after such notification.
- 30.2 The Client shall simultaneously notify those Consultants whose Technical Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, indicating that their Financial Proposals will be returned unopened after completing the selection process.
- 30.3 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. Those representatives who attend shall sign an attendance sheet. Each Financial Proposal will then be inspected to confirm that it has remained sealed and unopened. The name of the Consultants, the technical scores, and the proposed prices
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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 whose Financial Proposals were opened.

31. Financial Proposal Evaluation
- 31.1 The Proposal Evaluation Committee (PEC) will review the detailed content of each Financial Proposal. During the review, the committee and any Client staff and others involved in the evaluation process, will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.
- 31.2 Financial Proposals will be reviewed to ensure these are complete (i.e. whether Consultants have cost all items of the corresponding Technical Proposal; if not, the Client will cost them and add their cost to the offered price) and correct any computational errors. The evaluation shall include all local taxes, duties and other charges imposed under the Applicable Law. In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the SIC.
32. Correction of Arithmetical Errors
- 32.1 Arithmetical errors in the Financial Proposal shall be corrected on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Client there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 32.2 If the Consultant does not accept the correction of arithmetic errors, its Proposal shall be disqualified.
33. Proposal: Combined Evaluation
- 33.1 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 34, 35.
- 33.2 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal with an evaluated price that is within the budget. Proposals that exceed the indicated budget will be rejected. The selected firm will be invited for negotiations under ITC Clauses 34, 35.
- 33.3 In the case of the Least-Cost Selection, the Client will select the lowest proposal (“evaluated” price) among those that passed the minimum
-

technical score. The selected firm will be invited for negotiations under ITC Clauses 34, 35.

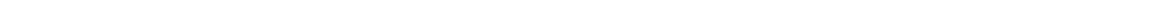
34. Proposal: Negotiation
- 34.1 Negotiations will be held at the address indicated in the SIC. The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff/experts and satisfy such other pre-negotiation requirements as the Client may specify.
- 34.2 During negotiations, the Client and the Consultant will finalise the Terms of Reference, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”.
- 34.3 The financial negotiations will involve the remuneration and other reimbursable costs to be paid to the Consultant.
35. Proposal Negotiations: Conclusion
- 35.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract.
- 35.2 If negotiations with the first ranked Consultant fail to produce a satisfactory contract then negotiations will be conducted with the second-ranked Consultant (and the third-ranked Consultant, if necessary, until a satisfactory agreement is concluded).

## **F. Contract Award**

36. Contract Award
- 36.1 After completing negotiations and after having received the approval to award the Contract, the Client shall award the Contract to the selected Consultant.
37. Debriefing
- 37.1 After Contract signature, the Client shall promptly notify the other Consultants that they were unsuccessful.
- 37.2 The Client shall promptly respond in writing to any unsuccessful Consultant who requests the Client in writing to explain on which grounds its Proposal was not selected.
38. Commencement of Services
- 38.1 The Consultant is expected to commence the assignment on the date and at the location specified in the SIC.
39. Consultants Right to Complain
- 39.1 Any short listed Consultant has the right to complain in accordance with Section 54 of the Public Procurement Act 2007 under Administrative Review.
- 39.2 The complaint shall firstly be processed through an administrative review following the procedures set out in the Act. The place and address for the first step in the submission of complaints to the Accounting Officer is provided in the SIC.
- 39.3 If the Consultant considers that its complaint has not been dealt with equitably, it may, in accordance with the Act, within 10 working days submit an appeal to the DG of the BPP, who shall review the case and issue within 21 working days a decision in writing to the Consultant if its complaint is receivable and what corrective action has or will be taken or if its complaint is rejected, stating the reasons for the rejection
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39.4 If not satisfied with the outcome of the Bureau's review, the Consultant may appeal to the Federal High Court within 30 days after receipt of the Bureau's decision or expiration of the time stipulated for the Bureau to deliver a decision. Public Procurement Act Section 54(7) ].





## Section 2. Special Instructions to Consultants

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

ITC Clause	Amendments of, and Supplements to, Clauses in the Instruction to Consultants.
1.1	<p>The Client is : Independent Corrupt Practices and Other Related Offences Commission( ICPC)</p> <hr/> <p>The identification of the Request for Proposal is: LOT 1</p> <hr/> <p>The objectives and brief description of the Services are: <b>INTERNAL AUDIT CONSULTANCY</b></p> <hr/> <p>The Method of selection is: LEAST COST SELECTION</p>
2.1	The source of Public Fund is <i>FEDERAL GOVERNMENT OF NIGERIA</i>
1.3	The assignment is not phased.
4.1	[Only Consultants who are Nigerian Nationals are eligible to participate.]
7.1	<p>For <b>clarification of Proposal</b> purposes only, the Client's address is:</p> <p><b>The Head, Procurement Unit</b></p> <p><b>TELEPHONE:08136060279</b></p> <p><b>ELECTRONIC MAIL:kehindewaheed15@gmail.com</b></p>
9.1	The Proposal shall be completed and written in the <i>English language</i> .
11.1(a)	<p>The Client will provide the following inputs and facilities:</p> <p><b>1.INTERNAL AUDIT CONSULTANCY</b></p>

<b>12.2</b>	The Consultant must submit two original for both the Technical Proposal and the Financial Proposal and [2] of copies of the Financial and Technical Proposal.
<b>12.5</b>	The minimum qualifications for consultants are <i>[see Advertisement]</i>
<b>13.1 (i)</b>	<i>[Specify here any additional requirements for the technical proposal. If none, state "none"]</i>
<b>15.1</b>	<i>The Consultancy is subject to Nigerian taxes</i>
<b>16.1</b>	Alternative Proposals will not be permitted.
<b>19.1</b>	Proposals must remain valid for [ 120 ] days after the submission date.
<b>21.1 (b)</b>	The Proposal submission address is: The Secretary to the Commission, ICPC Headquarters, Plot 802 Constitution Avenue, CBD Abuja.
<b>22.1</b>	Proposals must be submitted no later than:  <i>Tuesday 15<sup>TH</sup> March, 2021 at 11am prompt].</i>

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### **Section 3. Terms of Reference**

S/N	DESCRIPTION
1	<b>INTERNAL AUDIT CONSULTANCY</b>

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## **Section 4. Proposal & Contract Forms**

### 4A. Technical Proposal - Standard Forms

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

- 4A1 Technical Proposal Submission Form
  - 4A2 Consultant's Organization and Experience
    - a. Consultant's Organization
    - b. Consultant's Experience
  - 4A3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
    - a. On the Terms of Reference
    - b. On the Counterpart Staff and Facilities
  - 4A4 Descriptions of the Approach, Methodology, and Work Plan for Performing the Assignment
  - 4A5 Work Schedule
  - 4A6 Team Composition and Task Assignments
  - 4A7 Staffing Schedule
  - 4A8 Curriculum Vitae (CV) for Proposed Professional Staff
-

Form 4A1      Technical Proposal Submission Form

[Location, Date]

To:     [Name and address of Client]

Dear Sirs:

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

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Clause Reference 25 of the Special Instructions to Consultants, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Clause Reference 48 of the Special Instructions to Consultants.

We also confirm that the Federal Government of 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	

**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 Five Years that best Illustrates Qualifications**

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

Assignment name:		Country:
Assignment Location within country:		Duration of assignment (months):
Name of Client:		Professional Staff provided by your Organisation: No of Staff:
Start Date (Month/Year)	Completion Date (Month/Year)	No of Person-Months
Name of associated Consultants, if any:		Nº 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:	



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

**On Counterpart Staff and Facilities**

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

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

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

- *Technical Approach and Methodology,*
- *Work Plan, and*
- *Organization and Staffing.*

- a) **Technical Approach and Methodology.** Here you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach, (e.g., the methods of interpreting the available data; carrying out investigations, analyses, and studies; comparing alternative solutions). This chapter should incorporate any modifications to the TOR proposed by you. In case the TOR requires the Consultant to provide a quality plan and carry out the assignment according to its provisions, an outline of the quality plan (e.g., its list of contents) should be included in this chapter of the technical proposal.
- b) **Work Plan.** Here you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work schedule of Form 4A5.
- c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The roles and responsibilities of professional staff should be set out in job descriptions. In case of association, this chapter will indicate how the duties and responsibilities will be shared. The organization and staffing will be reflected in the Team Composition and Task Assignments of Form 4A6, and the Staffing schedule of Form 4A7. An organization chart illustrating the structure of the team and its interfaces with the Client and other institutions involved in the project also should be provided.]
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Form 4A7 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 4A8 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	Writing
		<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>
9	COUNTRIES OF WORK EXPERIENCE				
10	EMPLOYMENT RECORD	<p><i>[The Consultant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].</i></p> <p><i>[The Consultant should clearly indicate the Position held and give a brief description of the duties in which the Consultant was involved].</i></p>			
	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

*[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].*

CERTIFICATION *[Do not amend this Certification].*

I, the undersigned, certify that (i) I was not a former employee of the Client immediately before the submission of this proposal, and (iii) to the best of my knowledge and belief, this biodata correctly describes myself, my qualifications, and my experience. I understand that any 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

#### 4B. Financial Proposal - Standard Forms

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

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

- 4B1 Financial Proposal Submission Form
  - 4B2 Summary of Costs
  - 4B3 Breakdown of Staff Remuneration
  - 4B4 Breakdown of Reimbursable expenses
  - 4B5 Breakdown of Taxes
-



Form 4B1 Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 25 of the Special Instructions to Consultants

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed as follows:

Name and Address of Agents	Amount	Purpose of commission or gratuity
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We also declare that the Government of 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 are aware of the relevant provisions of the Proposal Document (ITC Clause 3).

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

Signed

In the capacity of:

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

Date:

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Form 4B2      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.

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Form 4B3 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>
Staff				
		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 4A7.
  - 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 4B5 Breakdown of Taxes

Sl. No.	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>	Quantity	[Indicate cost for each item] <sup>3</sup>			

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

## **Section 5. Contract Forms**

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

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

# Contract Agreement

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

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

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Scope of the Services
  - 1.1 The Consultant shall perform the Services as specified in Annex A, “Description of the Services,” (“the Services”) which are made an integral part of this Contract.
  - 1.2 The Consultant shall provide reports as listed in Annex B, “Consultant's Reporting Obligations,” within the time periods listed in such Annex, and shall provide the person listed in Annex C, “Cost Estimate of Services and Schedule of Rates” to perform the Services.
  - 1.3 The Services will be performed principally [at one location] as specified in Annex A.
2. Duration of the Services
  - 2.1 The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing. If the Services are for more than one year, extension of the Services shall be subject to annual satisfactory performance annually evaluated in the eleventh month subject to which the contract will be extended.
3. Corrupt, Fraudulent, Collusive, Coercive or obstructive 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 an Proposal for award; and
    - (b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds.

if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Contract under public funds.

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

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

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

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

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

(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) “obstructive practice” means

i. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede relevant authorities’ investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(ii) acts intended to materially impede the exercise of the relevant authorities’ inspection and audit rights provided for under the public procurement act or relevant regulations.

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

## 4. Payment

### 4.1 Ceiling

(a) For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert*

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*ceiling amount*] as detailed in the Cost Estimate attached as Annex C.

- (b) This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
- (c) The ceiling may only be increased above the amount stated on Clause 4.1(a) if the parties have agreed to additional payments for a modification to Contract in accordance with Clause 19.1.

#### 4.2 Remuneration

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

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

#### 4.3 Reimbursables

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

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

#### 4.4 Payment Conditions

- (a) The Consultant shall submit an Invoice, (and supporting documentation) for Fees and Reimbursables at the end of every
-



month, or as otherwise agreed, for due payments to be paid by the Client within thirty (30) days of submission of the Invoice.

- (b) All payments to the Consultant shall be in Naira.
- (c) The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory by the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.
- (d) The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract.

- 5. Services, Facilities and Property
    - 5.1 The Client shall make available to the Consultant for the purpose of the assignment and free of any charge, any Services, Facilities and property as he/she may reasonably require.
  - 6. Project Administration
    - 6.1 Client's Representative

The Client representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.
    - 6.2 Reports

During the course of the assignment, the Consultant shall submit to the Client reports as listed in Annex B, which shall be computer composed, and will constitute the basis for the payments to be made under Clause 3.
  - 7. Performance Standard
    - 7.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
    - 7.2 At all times he/she shall act with appropriate propriety and discretion and he/she shall refrain from engaging in any political activity.
  - 8. Confidentiality
    - 8.1 The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
  - 9. Consultant's Obligations
    - 9.1 After the termination of the engagement the Consultant shall continue to cooperate with the client to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by him/her.
    - 9.2 The Consultant shall have no authority to commit the Client in any way whatsoever, and shall make this clear as circumstances warrant.
    - 9.3 The Consultant shall report immediately to the Client any accident or injury and any damage to the property of the Client or to the property or person of any third parties occurring in or arising out of the performance of the Services and any act, matter or thing which
-

within his/her knowledge may have caused such accident or injury.

- 9.4 The Consultant shall also report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.
10. Ownership of Material
- 10.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software, with written approval of the Client.
- 10.2 The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
11. Consultant Not to be Engaged in Certain Activities
- 11.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant shall be disqualified from providing goods, works or Services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
12. Relationship of the Parties
- 12.1 Nothing contained in these Conditions or in the Contract shall be construed as establishing or creating any relationship other than that of independent Contractor between the Client and the Consultant.
13. Contractual Ethics
- 13.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the Contract, have been given or received in connection with the selection process or in the Contract execution.
14. Assignment
- 14.1 The Consultant shall not assign this Contract.
15. Law Governing Contract
- 15.1 The Contract shall be governed by the laws and any other instruments having the force of law in the Federal Republic of Nigeria as they may be issued and in force from time to time.
16. Language Governing Contract
- 16.1 The language of the Contract shall be English.
17. Modification of Contract
- 17.1 The Contract may be modified by agreement in writing by the Parties.
18. Termination
- 18.1 By the Client
- The Client may terminate this Contract by not less than twenty-eight (28) days written notice to the Consultant, such notice to be given after the occurrence of any of the events specified below:
- (a) if the Consultant does not remedy a failure in the performance of his/her obligations under the Contract, within twenty-eight (28) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant has become insolvent or bankrupt;
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- (c) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than twenty-eight (28) days;
- (d) if the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contractor; or
- (e) if the Client, in its sole discretion, decides to terminate this Contract.

#### 18.2 By the Consultant

The Consultant may terminate this Contract, by not less than twenty-eight (28) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified as follows:

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 12 within twenty-eight (28) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than twenty-eight (28) days.

#### 19. Dispute Resolution

##### 19.1 Amicable Settlement

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

##### 19.2 Arbitration

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

#### 20. Notices and Requests

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

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

FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

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## TERMS OF REFERENCE

### SCOPE OF WORK AND TECHNICAL SPECIFICATION

#### AUDIT PROCESS CONSULTANCY

S/N	TERM OF REFERENCE	SCOPE OF WORK	AMOUNT
1	Audit process	1. Auditing of the Commission's Accounting Books 2. Coordinate with external auditors	
	7.5% VAT		
	Total		

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