
REPUBLIC OF LIBERIA
Liberia Extractive Industries Transparency Initiative
(LEITI)



NATIONAL COMPETITIVE BIDDING

Selection of Consultant

**Provision Consultant Service for the Preparation of
Extractive Industries Transparency Initiative (EITI)
13th Report for Liberia**

**Liberia Extractive Industries Transparency Industries (LEITI)
LEITI, Old Bureau of Budget Building
Adjacent the Executive Mansion
Monrovia, Liberia**

Date: February 9, 2022

CONTENTS

<i>1.0 Background</i>	45
<i>1.1 EITI Implementation in Liberia</i>	46
<i>1.2 Objectives and expectations of reporting</i>	47
<i>1.3 Scope of Services, Tasks and Expected Deliverables</i>	47
<i>1.3.1 Identifying scope</i>	47
<i>1.3.2 Table 1 –information to be disclosed or provided in the EITI Report</i>	51
<i>2.0 Phase 2 – Compile and collect data Collection</i>	60
<i>3.0 Phase 3 – analysis and draft report</i>	61
<i>4.0 Phase 4 – Final EITI Report</i>	62
<i>5.0 Qualification Requirements for the Consultant</i>	62
<i>6.0 Reporting requirements and schedule for deliverables</i>	63
<i>Section 6. Standard Forms of Contract</i>	72

**REQUEST FOR PROPOSALS
RFP NO. LEITI-GOL/QCBS/ 001/2022**

REPUBLIC OF LIBERIA

**Liberia Extractive Industries Transparency Industries (LEITI)
LEITI, Old Bureau of Budget Building
Adjacent the Executive Mansion
Monrovia, Liberia**

PREPARATION OF EITI 13TH REPORT OF LIBERIA

Section 1. Letter of Invitation

Liberia Extractive Industries Transparency Industries (LEITI)
Old Bureau of Budget Building
Adjacent the Executive Mansion
Monrovia, Liberia

RFP No. LEITI/QCBS/001/2022

Provision of Consultant Service for the Preparation of the Extractive Industries Transparency Initiative (EITI) 13th Report for Liberia

February 10, 2022

To: All below-Listed Firms

Dear Management:

1. The Government of the Republic of Liberia, through the Liberia Extractive Industries Transparency Initiative (LEITI), anticipates funds for the Government of Liberia FY2022 National Budget and intends to apply a portion to the cost of the Preparation of EITI 13th Report for Liberia, for which this Request for Proposals is issued.
2. The GOL acting through the Liberia Extractive Industries Transparency Initiative (LEITI) now invites proposals to provide the following consulting services: **Preparation of EITI 13th Report for Liberia**. More details on the services are provided in terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:
 1. PWC Liberia
9th Street, Payne Avenue, Sinkor
Monrovia, Liberia
 2. MGI – Monbo & Company/ EY Ghana
Broad & Gurley Street
Monrovia, Liberia
 3. Barker Tilly Liberia/Hart Group
21st Street, Fiamah
Monrovia, Liberia
 4. Parker & Associates/ Moore Stephens
81 Sekou Toure Avenue, Mamba Point
Monrovia, Liberia

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5. Crowe Liberia LLC
Bible Society House
11th Street, Sinkor
Monrovia, Liberia

 6. PKF Liberia
Accounting & Business Advisers
LARA Building, Suite 41
Randall Street
Monrovia, Liberia
4. A firm will be selected under the QCBS Method and procedures described in this RFP under the Public Procurement and Concessions Act (PPCA) provisions.

 5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract

 6. Please inform us in writing at the following address Liberia Extractive Industries Transparency Initiative (LEITI) Old Bureau of Budget Building, Capitol Hill, Monrovia, Liberia upon receipt:
 - (a) that you received the Letter of Invitation; and
 - (b) whether you will submit a proposal alone or in the association.

Yours sincerely,

Jeffrey N. Yates
Head of Secretariat

Section 2. Instructions to Consultant

Definitions

- (a) “Client” means the Procuring Entity with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means any entity or person that may provide or provide the Client's Services under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is, the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of the Republic of Liberia.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Client sends the Letter of Invitation to the shortlisted Consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their home inside the Government’s country.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request For Proposal to be prepared by the Client to select Consultants, based on the SRFP.
- (l) “SRFP” means the Standard Request for Proposals, which the Client must use as a guide to prepare the RFP.
- (m) “Services” means the work performed by the Consultant under the Contract.

- (n) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (o) “Terms of Reference” (TOR) means the document included in the RFP as Section 5, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation under the method of selection specified in the Data Sheet.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and consider them in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Client’s representative named in the Data Sheet to arrange for their visit or obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with preparing and submitting their proposals and contract negotiation. The Client is not bound to accept any bid and reserves the right to annul the selection process at any time before Contract award, without thereby incurring any liability to the Consultants.

Conflict of Interest

- 1.6 The GOL requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client’s interest’s paramount, strictly avoid conflicts with other

assignments or their corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the preceding, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:

**Conflictin
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activities**

(i) A firm that the Client has engaged in providing goods, 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 goods, 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 goods or works or services other than consulting services resulting from or directly related to the firm's consulting services such preparation or implementation. For this paragraph, 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.

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(ii) 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 conflict with another work of the Consultant to be executed for the same or 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. A consultant assisting a Client in privatizing public assets shall not purchase nor advise purchasers of such investments. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be employed for the work in question.

**Conflictin
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(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such

assignment, or (iii) supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Public Procurement and Concessions Commission (PPCC) throughout the selection process and the execution of the Contract.

1.6.2 Consultants must disclose any actual or potential conflict situation that impacts their capacity to serve their client's best interest, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their ministries, departments, or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

**Unfair
Advantage**

1.6.4 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.

**Fraud and
Corruption
1.7**

1.7 The Consultants must adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Consultants should observe the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public

official in the selection process or contract execution;

- (ii) “fraudulent practice” means a misrepresentation or omission of facts to influence a selection process or the execution of a contract;
- (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the **CLIENT**, designed to establish prices at artificial, noncompetitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.

1.8 The GOL/PE will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or paid to agents relating to this proposal and during the execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

Origin of Goods and Consulting Services

1.10 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:

- (i) as a matter of law or official regulation, the law of Liberia prohibits commercial relations with that country; or
- (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the **Borrower**’s Country prohibits any imports of goods from that country or any payments to persons or entities in that country.

Only one Proposal

1.11 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the

participation of the same Sub-Consultant, including individual experts, to more than one proposal.

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| Proposal Validity | 1.12 | The Data Sheet indicates how long Consultants' Proposals must remain valid after submission. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal. In their confirmation of the extension of validity of the Proposal, Consultants could submit a new team in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. |
| Eligibility of Sub-Consultants | 1.13 | If a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria outlined in the Guidelines. |
| 2. Clarification and Amendment of RFP Documents | 2.1 | Consultants may request a clarification of any RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing or by standard electronic means and send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2. |
| | 2.2 | At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time to take an amendment into account in their Proposals, the Client may extend the deadline for the submission of Proposals if the amendment is substantial. |
| 3. Preparation of Proposals | 3.1 | The Proposal (see para. 1.2) and all related correspondence exchanged by the Consultants and the Client shall be written in the English language. |

3.2 In preparing their Proposal, Consultants are expected to examine the documents comprising the RFP in detail. Material deficiencies in providing the requested information may result in a proposal's rejection.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the Client's approval if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as an association leader. In the case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the joint venture leader.

(b) The estimated number of Professional staff months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff months shall not be disclosed.

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

Language

(d) Documents to be issued by the Consultants as part of this assignment must be in the English language, and all documents attached which are not originally in English must be accompanied by an English translation.

Technical Proposal Format and Content

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being

deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology, and work plan of the STP. A page is considered one printed side of A4 or letter-size paper.

- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of the joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and 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 a joint venture. Assignments completed by individual Professional staff 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 themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if requested by the Client.
- (ii) For the STP, the above information is not required, and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c) (i) For the FTP, and STP: a description of 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. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3), which will show the timing proposed for each activity in the form of a bar chart.

- (ii) For the STP only: the description of the approach, methodology, and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) 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 (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities and foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. These costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the

Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.

- Taxes**
- 3.7 The Consultant may be subject to local taxes (such as value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are

discrepancies between the original and the copies of the Technical Proposal, the original governs.

- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the Loan/TA number and the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE**[insert the time and date of the submission deadline indicated in the Data Sheet]”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for its submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for the award of Contract may result in the rejection of the Consultants’ Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

- Evaluation of Technical Proposals** 5.2 The Bid Evaluation Panel (BEP) shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- Financial Proposals for QBS** 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract under the instructions given under para. 6 of these Instructions.

**Public
Opening and
Evaluation of
Financial
Proposals
(only for
QCBS, FBS,
and LCS)**

- 5.4 After the technical evaluation is completed and the Procuring Entity (PE) is satisfied with the valuation and has obtained necessary approvals where applicable (e.g., the no objection of a donor or lender), the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time, and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The Consultants' names and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants and the PPCC.
- 5.6 The Bid Evaluation Panel (BEP) will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the BEP shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

Prices shall be converted to a single currency using the selling rates of exchange, source, and date indicated in the Data Sheet.

- 5.7 In the case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The other Financial Proposals' financial scores (Sf) will be computed as indicated in the Data Sheet. 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 Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest-ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases, the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.
- 6. Negotiations**
- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. As a pre-requisite for attendance at the negotiations, the invited Consultant will confirm the availability of all Professional staff. Failure to satisfy such requirements may result in the Client negotiating with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- Technical negotiations**
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants 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 define the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.
- Financial negotiations**
- 6.3 If applicable, it is the Consultant's responsibility, before starting financial negotiations, to contact the local tax authorities to

determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country and how it will be reflected in the Contract and reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for the staff or other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

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| Availability of Professional staff/experts | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff is 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 was offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period specified in the letter of invitation to negotiate. |
| Conclusion of the negotiations | 6.5 | Negotiations will conclude with a review of the draft Contract. The Client and the Consultant will initial the agreed Contract to complete negotiations. If negotiations fail, the Client will invite the Consultant whose Proposal received the second-highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 | After completing negotiations, the Client shall award the Contract to the selected Consultant. The name of the selected Consultant may be published in the award of the Contract notice (<i>and in the Procurement Bulletin where applicable</i>) and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants. |
| | 7.2 | The Consultant is expected to commence the assignment on the date and location specified in the Data Sheet. |

- 8. Confidentiality**
- 8.1 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 process, until the publication of the award of 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 GOL's antifraud and corruption policy.

Instructions to Consultants

DATA SHEET

Paragraph Reference	
1.1	<p>Name of the Client: Liberia Extractive Industries Transparency Industries (LEITI)</p> <hr/> <p>Method of selection: Selection Based on Consultants Qualification (QCBS)</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: YES</p> <p>The name of the assignment is: Provision of Consultant Service for the Preparation of EITI 13th REPORT FOR LIBERIA</p> <p>RFP No. LEITI/QCBS/001/2022</p>
1.3	<p>A pre-proposal conference will be held: NO</p> <hr/> <p>The Client's representative is: Mr. Jeffrey N. Yates LEITI, Old Bureau of Budget Building Adjacent the Executive Mansion, Monrovia, Liberia Telephone: 0888060888/0770167440 E-mail: j.yates2007@yahoo.com/ jefferynukatayates2000@gmail.com</p>
1.4	<p>The Client will provide the following inputs and facilities: All LEITI documents necessary to facilitate the Consultants work and Office space if necessary.</p>
1.6.1 (a)	<p>The Client envisages the need for continuity for downstream work: YES</p>
1.12	<p>Proposals must remain valid 90 days after the submission date, i.e. until: May 11, 2022</p>

2.1	<p>Clarifications may be requested no later than <i>Seven (7)</i> days before the submission date.</p> <p>The address for requesting clarifications is: LEITI, Old Bureau of Budget Building, Adjacent the Executive Mansion, Monrovia, Liberia</p>
3.1	Proposals shall be submitted in English
3.2 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: NO
3.3 (b)	The estimated number of professional staff months required for the assignment is 1 Team Leader and other proposed staff as needed.
3.4	The format of the Technical Proposal to be submitted is: Simplified Technical Proposals (STP)
3.5 (g)	Training is a specific component of this assignment: YES
3.6	The financial proposal shall be prepared using form attached in (section 4)
3.7	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes
	(b) pay such taxes on behalf of the Consultant: YES
3.8	Consultant to local state cost in the national currency: Yes (United States Dollar and Liberian Dollar)
4.3	A consultant must submit the Original and Three (3) copies of the Technical Proposal and the Original plus one (1) copy of the Financial Proposal.
4.5	<p>The Proposal submission address is: LEITI, Old Bureau of Budget Building, Adjacent the Executive Mansion, Monrovia, Liberia (Hard Copies ONLY)</p> <p>Proposals must be submitted no later than the following date and time: Wednesday, March 2, 2022 Time: 3:00 PM</p>

5.2 (a)	Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are: N/A																								
5.2 (b)	<p>Criteria, sub-criteria, and point system for the evaluation of Simplified Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference¹:</td> <td style="text-align: right;">30</td> </tr> <tr> <td>(ii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Team Leader</td> <td style="text-align: right;">70</td> </tr> <tr> <td style="padding-left: 20px;">b) Key Staff</td> <td></td> </tr> <tr> <td colspan="2" style="padding-top: 10px;">The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</td> </tr> <tr> <td style="padding-left: 20px;">1) General qualifications</td> <td style="text-align: right;">30 %</td> </tr> <tr> <td style="padding-left: 20px;">2) Adequacy for the assignment</td> <td style="text-align: right;">60%</td> </tr> <tr> <td style="padding-left: 20px;">3) Experience in region and language</td> <td style="text-align: right;">10%</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for the two criteria:</td> <td style="text-align: right;">100</td> </tr> <tr> <td colspan="2" style="padding-top: 10px;">The minimum technical score required to pass is: 80 Points</td> </tr> </tbody> </table>		<u>Points</u>	(i) Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference ¹ :	30	(ii) Key professional staff qualifications and competence for the assignment:		a) Team Leader	70	b) Key Staff		The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:		1) General qualifications	30 %	2) Adequacy for the assignment	60%	3) Experience in region and language	10%	Total weight:	100%	Total points for the two criteria:	100	The minimum technical score required to pass is: 80 Points	
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Total weight:	100%																								
Total points for the two criteria:	100																								
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5.6	<p>The single currency for price conversions is: N/A</p> <p>The source of official selling rates is: N/A</p> <p>The date of exchange rates is: N/A</p>																								
5.7	<p>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 is the proposal's price under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: T = 0.08 P = 0.02</p>																								
6.1	Expected date and address for contract negotiations: Friday, March 16, 2022, at 12:30, LEITI Office, Old Bureau of Budget Building, Adjacent the Executive Mansion, Monrovia, Liberia																								
7.2	Expected date for commencement of consulting services: April 4th, 2022																								

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Section 3. Technical Proposal - Standard Forms

(Guide the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted)

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and Counterpart Staff and Facilities to be provided by the Client
- TECH-4 Description of the Approach, Methodology, and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer consulting services for [Insert title of assignment] under your Request for Proposal dated [Insert Date] and our Proposal. As a result, submit our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with [Insert a list with full name and address of each associated Consultant] (Delete if no association is foreseen or allowed under the Project).

As a result of this, we declare that all the information and statements made in this Proposal are true and accept that any misinterpretation in it may lead to our disqualification.

Suppose negotiations are held during the Proposal's validity period, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet. In that case, we undertake to negotiate based on the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

If our Proposal is accepted, we undertake to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 [In case of Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

FORM TECH-2 CONSULTANT’S ORGANIZATION AND EXPERIENCE

A - Consultant’s Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and, if applicable, each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

Assignment name:	Approx. Value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. Value of the services provided by your firm under the contract amount to be shown in (indicate the currency to be provided, e.g., US\$ or Euro):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of the senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of essential services provided by your staff within the assignment:	

--

Firm's Name: _____

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

A - On the Terms of Reference

[Present and justify here any modifications or improvements to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, adding another, or proposing a different phasing of the activities). Such suggestions should be concise, to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet, including administrative support office space.]

FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(For small or very simple assignments, the Client should omit the following text in *Italic*)

[Technical approach, methodology, and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter, 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.

b) Work Plan. In this chapter, 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 an understanding of the TOR and the 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 TECH-8.

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.]

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert the name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

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

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

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

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Assigned Tasks</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal if engaged.

Date: _____

[Signature of a staff member or an authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

FORMTECH-7STAFFING SCHEDULE¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total		
Foreign																			
1		[Home]																	
		[Field]																	
2																			
3																			
n																			
															Subtotal				
Local																			
1		[Home]																	
		[Field]																	
2																			
n																			
															Subtotal				

	Total		
--	--------------	--	--

- 1 For Professional Staff, the input should be indicated individually; for Support Staff, it should be denoted by category (e.g., draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment, for each staff indicates separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

 Full-time input
 Part-time input

FORMTECH-8WORK SCHEDULE

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

n															

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

Section 4. Financial Proposal - Standard Forms

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is only used for financial negotiations when the Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Costs by Activity
- FIN-4 Breakdown of Remuneration

FORM FIN-1 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(s) in words and figures¹]. This amount is exclusive to the local taxes, which shall be identified during negotiations and added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to the expiration of the validity period of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

-
- 1 Amount must coincide with the ones indicated under the Total Cost of Financial proposal in Form FIN-2.
 - 2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.”

FORMFIN-2 SUMMARY OF COSTS

Item	Costs			
	<i>[Indicate Foreign Currency # 1]¹</i>	<i>[Indicate Foreign Currency # 2]¹</i>	<i>[Indicate Foreign Currency # 3]¹</i>	<i>[Indicate Local Currency]</i>
Total Costs of Financial Proposal ²				

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase):² _____	Description:³ _____			
Cost component	Costs			
	<i>[Indicate Foreign Currency # 1]⁴</i>	<i>[Indicate Foreign Currency # 2]⁴</i>	<i>[Indicate Foreign Currency # 3]⁴</i>	<i>[Indicate Local Currency]</i>
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals				

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g., the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

FORM FIN-4 BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

Group of Activities (Phase): _____							
Name²	Position³	Staff-month Rate⁴	Input⁵ (Staff-months)	<i>[Indicate Foreign Currency # 1]⁶</i>	<i>[Indicate Foreign Currency # 2]⁶</i>	<i>[Indicate Foreign Currency # 3]⁶</i>	<i>[Indicate Local Currency]⁶</i>
Foreign Staff							
		<i>[Home]</i>					
		<i>[Field]</i>					
Local Staff							
		<i>[Home]</i>					
		<i>[Field]</i>					
Total Costs							

1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.

- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g., draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected staff input for carrying out the group of activities or phases indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff, indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

Terms of Reference

1.0 Background

The Extractive Industries Transparency Initiative (EITI) is a global standard for improving transparency and accountability in the oil, gas, and mining sectors.

EITI implementation has two core components:

- **Transparency:** oil, gas, and mining companies disclose information about their operations, including payments to the government, and the government discloses its receipts and other relevant information on the industry. The figures are reconciled by the Consultant and published annually alongside other information about the extractive industries per the EITI Standard.
- **Accountability:** a multi-stakeholder group (MSG) with representatives from government, companies, and civil society is established to oversee the process and communicate the findings of the EITI reporting and promote the integration of EITI into broader transparency efforts in that country. The EITI Standard encourages MSGs to explore innovative approaches to extending EITI implementation to increase the comprehensiveness of EITI reporting and public understanding of revenues and encourage high standards of transparency and accountability in public life, government operations, and business. The requirements for implementing countries are set out in the EITI Standard². Additional information is available via www.eiti.org.

It is a requirement by the EITI and the Act establishing the LEITI that the MSG approves the terms of reference for all Consultants, drawing on the objectives and agreed scope of the EITI as set out in the MSG's workplan. The MSG's deliberations on these matters should be per the MSG's internal governance rules and procedures (see requirement 1.4.b). The EITI requires an inclusive decision-making process throughout implementation, with each constituency being treated as a partner.

It is a requirement that the Consultant(s) be perceived by the MSG to be credible, trustworthy, and technically competent (Requirement 4.9.b.ii). The MSG and Consultant should address any concerns regarding conflicts of interest. The EITI Report prepared by the Consultant will be submitted to the MSG for approval and made publicly available per Requirement 7.1.

This document is a model Terms of Reference (TOR) for EITI reporting, per the EITI Board's decision on 25 May to allow more flexibility in recognition of the challenges posed by the COVID-19 pandemic.³ Through this Board decision, the EITI introduced flexible measures for EITI Reports published in 2020, where data collection and dissemination is feasible without posing health risks and subject to MSG endorsement.

³ EITI Board Decision 2020-31/BC-290, <https://eiti.org/board-decision/2020-31>

The more flexible approach to EITI reporting for 2020 is intended to ensure that disclosures are more timely and can help inform ongoing discussions on measures to address the impact of the interrelated factors of the COVID-19 pandemic, commodity price downturn price shocks, and the global economic downturn on the extractive industries. It allows countries to deviate from the standard procedure for EITI reporting, including reconciliation (Requirement 4.9.b) for reports published by 31 December 2020, by disclosing information relevant to inform ongoing discussions on the impact of these crises.

1.1 EITI Implementation in Liberia

Liberia signed on to the EITI process in April of 2007 and was subsequently established as an autonomous agency by an Act of the Liberian Legislature approved on July 10, 2009. Liberia became EITI compliant in 2009. Since it entered into the EITI processes, Liberia has produced Twelve (12) EITI Reports covering fiscal years: 2007/2008, 2008/2009, 2009/2010, 2010/2011, 2011/2012, 2012/2013, 2013/2014, 2014/2015, 2015/2016, 2016/2017, 2017/2018 and 2018/2019 respectively. Liberia extended the scope of the EITI to include the forestry and agriculture sectors.

The LEITI is led by a governing board called the Multi-stakeholders Group (MSG), which comprises the Government of Liberia, civil society organizations, the private sector, and Liberia's development partners. The initiative endeavors to ensure transparency over overpayments made to the Government by companies in the concerned sectors and the government's revenues. The core activities of LEITI entail regular disclosure, publication, and dissemination of both (1) all material payments made by oil, mining, agriculture, and forestry sectors to the Government, and (2) all material revenues received by the Government from the sectors as mentioned earlier. For more information, please visit the LEITI website at www.leiti.org.lr.

The LEITI MSG is chaired by the Managing Director of the Forestry Development Authority of the Republic of Liberia, Hon. C. Mike Doryen.

The LEITI also consists of a Secretariat that implements policies of and operates under the supervision of the MSG. Additionally, the Secretariat is tasked with carrying out the day-to-day administrative and operational functions of the LEITI.

The broad objective of LEITI is to assist in ensuring that all benefits due to the Government and people of Liberia on account of the exploitation and/or extraction of the country's minerals and other resources are:

1. Verifiably paid or provided
2. Duly accounted for; and
3. Prudently utilized for the benefits of all Liberians and based on equity and sustainability.

1.2 Objectives and expectations of reporting

On behalf of the Government of Liberia and the LEITI MSG, the LEITI Secretariat seeks a competent and credible firm, free from conflicts of interest, to provide Consultant services per the EITI Standard. The objectives of the assignment are to:

- Produce a scoping study to inform the MSG’s decision on the scope of Liberia’s 2019/2020 for EITI Flexible Reporting Framework
- Produce the 13th EITI Report for Liberia covering the period 2019/2020. The report should include precisely the following:
 - Information about the impact of **Covid-19** on the legal and fiscal terms governing the extractive industries.
 - We are providing timely and reliable information about actual and projected revenues from the extractive industries in light of the shift in commodity prices.
 - Identifying and mitigating possible corruption risks across the extractives value chain in light of the Covid-19 pandemic.
 - Monitoring revenue transfers, payments, and benefits to local communities
 - Strengthening timely and regular government and company disclosures per the EITI Standard.
 - I am providing an assessment of the comprehensiveness and reliability of the disclosures and recommendations regarding audit practices and reforms needed to bring them in line with international standards.
 - Support the MSG in agreeing to recommendations for strengthening government systems and natural resource governance.
 - Progress in addressing recommendations from previous EITI reporting or corrective actions from Validation

1.3 Scope of Services, Tasks, and Expected Deliverables

The work of the Consultant has four conceptual phases. These phases may overlap, and some iteration may occur between the phases. EITI reporting is generally preceded by scoping work, and for the case of preparation of the LEITI 13th report, it will be undertaken by the Consultant. Using the Flexible Reporting Framework, the phases are Preliminary Analysis and Inception Report, Data Collection (Financial and Non- Financial), Data compilation, Data Report, and Final Report.

1.3.1 Identifying scope

Objective: Identify the scope of reporting (overview of applicable financial and non-financial disclosures per EITI Requirements 2-6) and fiscal year(s) to be covered by the disclosures.

- i. **Identify the information to be disclosed to meet EITI Requirements 2-6.** In particular, MSGs should seek to address previous gaps identified in EITI Reports and Validation (per the first column in Table 1).
- ii. **Agree on the fiscal year(s) covered by the disclosures.** Revenue, production, and other data should cover the fiscal year 2019/2020 and to the extent possible 2021. Some countries may be able to provide information for early 2021.
- iii. **Agree on what constitutes a material revenue stream and which entities make and receive material payments.** In establishing materiality definitions and thresholds, the MSG could consider the size of the revenue streams and the payments by companies relative to the government’s total revenues. Payments and revenues are considered material if their omission or misstatement could significantly affect the comprehensiveness of the EITI Report. MSGs may wish to use materiality thresholds used in previous reporting periods or adjust these to focus on the most important revenue streams and reporting entities. The MSG may wish to consult guidance on defining materiality.⁴ The International Secretariat is available to provide support on defining materiality.

The report should cover the Surface Rent, Agriculture Development Fund (ADF), Diamond Area Community Development Fund (DACDF) & Community Development Fund (CDF) by its recipients.

- iv. For project-level reporting, **propose a definition of the term “project”** consistent with the definition provided in Requirement 4.7. The consultant is expected to produce an overview of the revenue streams that should be reported by the project, classifying the revenue streams that are levied on a license/contract basis and should be reported as such as well as the revenue streams that are levied on a company basis and should be reported as such. In undertaking the above, the consultant is expected to consult the EITI’s guidance note on project-level reporting and make use of the template definitions in the guidance note⁵.
- v. **Agree on the scope of additional data collection, assurances, and analysis to be undertaken** to provide relevant information on sector developments and industry outlook in light of Covid-19 and the commodity price downturn (per the second column in Table 1). This includes:
 - Support the MSG with identifying existing disclosures by companies and government entities reporting, collecting, and maintaining information per the EITI Standard.
 - Support the MSG with examining the audit and assurance procedures in companies and government entities participating in the EITI reporting process. This includes examining the relevant laws and regulations, any planned or underway reforms, and whether these procedures are in line with international standards. It is recommended that the EITI Report includes a summary of the

⁴ Guidance Note 13: Defining materiality, reporting thresholds and reporting entities, <https://eiti.org/GN13>

⁵ See <https://eiti.org/GN29>

findings. Otherwise, the MSG should make the results of the review of audit and assurance practices publicly available elsewhere.

- Support the MSG in the drafting of the reporting templates for consideration and approval by the MSG for information that will need to be collected by government and company reporting entities.
- The consultant should consider how to ensure reporting on expenditures by sub-national entities based on the revenues as mentioned above (iii), i.e., Surface Rent, Agriculture Development Fund (ADF), Diamond Area Community Development Fund (DACDF) & Community Development Fund (CDF), as well as reporting on corporate social responsibilities by companies. The consultant should focus on the new requirements under the 2019 Standard when developing reporting templates.

1.3.2 Table 1 –information to be disclosed or provided in the EITI Report

Non-revenue information to be provided in the EITI Report	Work to be undertaken by the Consultant	Work to be undertaken by the MSG
<p>Legal framework and the fiscal regime per EITI Requirement 2.1.</p>	<p>The Consultant should review information on the legal framework and fiscal regime on government entities’ websites and assess whether they reflect the current legal and regulatory environment and government agencies’ different roles. The Consultant should add information about the impact of COVID-19 on the economy and the extractive sector. The Consultant should also add information where government entities lack necessary information and recent changes. The Consultant must take into account ongoing reforms</p> <p>The Consultant should include a description of any reforms recently passed, including a summary of their implications.</p> <p>The Consultant should provide a status update on implementing the Corrective Actions contained in the 2017 EITI Validation Report issued on Liberia, especially those with policy implications. The consultant should clearly indicate reasons for the non-implementation of any outstanding Corrective Actions.</p>	<p>Review and approval of the report</p> <p>The MSG to ensure that reporting government agencies’ websites are up to date and contain a correct reflection of current legislation and regulations.</p> <p>Government entities should also describe the fiscal regime on their websites, including the level of fiscal devolution.</p> <p>Direct hyperlinks to such descriptions and documents should be provided to the Consultant for inclusion in the EITI Report.</p> <p>The MSG will also review the Legal or regulatory changes, including moratoriums, in response to Covid-19, adjustments to the fiscal regime and incentives or relief requested by or given to companies(e.g. force majeure, modified consultation)</p> <p>The MSG should take necessary practical steps to ensure full implementation of all Corrective Actions before Liberia’s next EITI Validation.</p> <p>The MSG should ensure that the Report accurately reflects progress made so far in addressing formalization of the Artisanal and Small-scale mining sector.</p> <p>The LEITI website is updated with all Contracts and / or licenses issued during the 2019/2020 reporting period.</p>

	<p>The Consultant should document any progress made by stakeholders, including the ministry of Lands and Mines toward formalizing the Artisanal and Small-Scale Mining Sector in the reporting period.</p> <p>To assess the current status of contract and license disclosure on the LEITI website and report any gap observed.</p>	
<p>Information about license holders per EITI Requirement 2.3⁶, and the allocation of licenses per EITI Requirement 2.2.⁷</p>	<p>1. It is required of the Consultant to include in the report the following information:</p> <ul style="list-style-type: none"> • Information related to the award or transfer of licenses on companies to be covered in the report for the fiscal period, within or below agreed materiality. Such info should include a description of the process for transfer or award of the license; technical and financial criteria used; information about the recipients of the license that has been transferred/awarded; info of any non-trivial deviation from the applicable regulatory framework governing such transfer or award, and document any significant legal or practical barrier that would prevent such disclosure including any plans of the state to overcome such and the anticipated time to achieve such plan; the list 	<p>Review and approve of the report. The below entities will specifically be required to provide information about licenses per Requirements 2.2 and 2.3: Ministry of Mines and Energy (MME), Forestry Development Authority (FDA) (SGS), National Oil Company (NOCAL), Liberia Maritime Authority, and Ministry of Agriculture.</p> <p>The MSG will review</p> <ul style="list-style-type: none"> • Any new license/contract awarded or transferred in 2019 and 2020. Some countries may be able to provide information for early 2021. • Delays or postponements of license or contracts awards • Alternative approaches to licensing in light of social distancing requirements

⁶ Guidance Note 3: Licence Registers, <https://eiti.org/guidance-notes-and-standard-terms-reference#GN3>

⁷ Guidance Note 4: Licence Allocations, <https://eiti.org/guidance-notes-and-standard-terms-reference#GN4>

	<p>of applicants and the bidding criteria, where licenses were awarded through a bidding process for the given fiscal year or a link to that when such information is already publicly available; and together with the MSG offer any commentary on the effectiveness and efficiency of the licenses procedure.</p> <ul style="list-style-type: none"> • Guidance on how to access information contained in a national cadastre of licenses and contracts; and where there is a limitation of information of licenses in the cadastre, include in the EITI report government plans to overcome such challenge and the time it is hoped to be done. Also, include a reference or link in the report to the national license cadastre, and where no cadastre exists or is incomplete, discuss any gaps observed and efforts being undertaken to strengthen said systems. Meanwhile, where said information on licenses (as set out in 2.3.b of the Standard) is absent, include in the EITI report such detailed information. 	<p>Suspended licenses or operations given Covid-19</p>
<p>Any information requested by the MSG on contracts per EITI Requirement 2.4⁸</p>	<p>It is required of the Consultant to include in the report the following information:</p> <p>Overview of what has been the impact so far of the Covid-19 pandemic on license applications/allocations and contract negotiations.</p> <p>Include information on contracts in the report</p>	<p>Review and approval of the report</p> <p>The MSG will review changes in licensing and contract negotiations or amendments to contract revisions on work schedules if they are annexed to the contract</p>

⁸ Guidance Note 7: Contract Transparency, <https://eiti.org/guidance-notes-and-standard-terms-reference#GN7>

	<p>The government's policy (i.e., the relevant legal provisions, actual disclosure practices including reforms planned or underway) on disclosure of contracts and licenses that govern the exploration and exploitation of natural resources. Include an overview of contracts and licenses that are publicly available and a reference or link to where such info is published.</p>	
<p>An overview of the extractive industries, including any significant exploration activities per EITI Requirement 3.1.</p>	<p>The consultant should provide an overview of the impact of the Covid-19 pandemic so far in 2020 and 2021 on exploration, production, and exports.</p> <p>It is required of the Consultant to include in the report the following information:</p> <ol style="list-style-type: none"> 1. Overview of the extractive industries and any significant exploration activities. 	<p>The MSG to ensure that the information available on the websites of Ministries, Departments, and Agencies are up to date on the various websites for direct access by the IA. The MSG to provide any additional information, where gaps exist, for completeness.</p> <p>The MSG will consider:</p> <ul style="list-style-type: none"> • A narrative overview of sector developments and industry outlook in light of Covid-19 and the commodity price downturn • Effects of Covid-19 and the decline in prices on exploration or development plans • Description of informal activities in the four covered sectors, including artisanal and small-scale mining for gold and diamonds.
<p>Information about the contribution of the extractive industries to the economy per EITI Requirement 6.3.</p>	<p>The Consultant must collect and outline the extractive industries contribution to the economy in individual and aggregate forms</p>	<p>Review and approval of the report</p>

<p>Production and export data per EITI Requirement 3.2 and 3.3</p>	<p>The Consultant must customize the reporting templates to as well collect production and export data for the fiscal year, which should include total production and export volume, the total value of production and export by commodity, and by counties of activities including information of sources of the data and how said data have been calculated. Also, liaise with other relevant ministries and agencies to collect complementary production and export data for crossing referencing, resolution, and validity purposes.</p>	<p>Review and approval of the report</p> <p>The MSG will review:</p> <ul style="list-style-type: none"> • Effects of Covid-19 on projected and actual production and export, disaggregated by commodity, company, and project • Production volumes and values disaggregated by company and project for 2019/2020 and to the extent possible <p>The MSG will review:</p> <ul style="list-style-type: none"> • Effects of Covid-19 on projected and actual revenues and taxes from the extractive industries for 2019 and to the extent possible 2020. Some countries may be able to provide information for early 2021. • Analysis of potentially foregone revenues where fiscal relief has been provided or is being considered to the industry. <p>The MSG will use Parts 3, 4, and 5 in the summary data template to compile and disclose revenue data disaggregated by the project.</p>
<p>Comprehensive unilateral disclosures of taxes and revenues from the extractive industries, disaggregated by project, per Requirement 4.1 and 4.7.</p>	<p>The consultant should provide commentary and analysis on the likely impact of the Covid-19 pandemic on current and expected revenues from the mining industry.</p>	<p>...</p> <p>The MSG to ensure that the report comprehensively covers taxes and revenues from the extractive industries per Requirement 4.1 and agrees on applying the definition of ‘project’ in Requirement 4.7.</p> <p>The MSG review will cover the following:</p> <ul style="list-style-type: none"> - Effects of Covid-19 on projected and actual revenues and taxes from the extractive industries for 2019 and to the extent possible 2020. Some countries may be able to provide information for early 2021.

		<p>- Analysis of potentially foregone revenues where fiscal relief has been provided or is being considered to the industry.</p> <p>The MSG will consider Parts 3, 4, and 5 in the summary data template to compile and disclose revenue data disaggregated by the project</p>
Information about infrastructure provisions and barter arrangements, per Requirement 4.3.	The Consultant should disclose any contractual provisions for infrastructure development for third-party use contained in any agreements or contracts, including Mineral Development Agreements (MDAs).	<p>The MSG review will cover :</p> <ul style="list-style-type: none"> • New or renegotiated infrastructure agreements related to Covid-19 relief operations • New or renegotiated resource-backed loans
Information about transportation revenues per Requirement 4.4.		<p>The MSG review will cover :</p> <ul style="list-style-type: none"> • Changes to extractive commodities transportation arrangements in light of the Covid-19 crisis; • Outlook for transportation arrangements, revenues, and any relevant extractive industries supply chain disruptions in light of Covid-19 related movement restrictions
Information regarding state participation in the extractive industries, payments to and from state-owned enterprises, and any quasi-fiscal expenditure per	<p>Information on state participation must be sourced in the report.</p> <p>Information on the prevailing rules and practices regarding the financial relationship and funds transfer between the government and state-owned enterprises (SOEs), including retained earnings, reinvestment, and third-party financing; information on the level of state ownership in companies operating in the extractive sector, including those held by SOE subsidiaries and joint ventures, and provide information where there are</p>	Review and approval of the report

EITI Requirement 2.6, 4.5, and 6.2. ⁹	changes in the level of ownership during the fiscal year. Ensure said information is detailed as set out in 2.6.b of the Standard.	
Information about the distribution of revenues from the extractive industries per EITI Requirement 5.1.	The Consultant should describe the general budget-making process and the statutory revenue management procedures, and should clearly highlight the extractives revenues that were not recorded in the budget as well as the allocation of off-budget revenues.	<p>Review and approval of the report</p> <p>The MSG review will cover:</p> <ul style="list-style-type: none"> • Budget re-alignments for extractive industry revenues earmarked for Covid-19 relief • The MSG should ensure that the 2019/2020 report clearly identifies revenue streams that are not recorded in the national budget and explain the allocation of such off-budget revenues.

⁹ Guidance Note 18: SOE participation in EITI Reporting, https://eiti.org/files/GN/Guidance_note_18_SOEs_EN.pdf

<p>The MSG requested further information on revenue management and expenditures per EITI Requirement 5.3.</p>	<p>In preparing the report, the consultant should include information on revenue management and expenditure, including:</p> <ol style="list-style-type: none"> A description of any extractive revenues earmarked for specific programs or geographic regions. This should include a description of the methods for ensuring accountability and efficiency in their use. A description of the country’s budget and audit processes and links to the publicly available budgeting, expenditures, and audit reports. Timely information from the government will further public understanding and debate around revenue sustainability and resource dependency issues. This may include the assumptions underpinning forthcoming years in the budget cycle etc 	<p>Review and approval of the report</p>
<p>Any information requested by the MSG on beneficial ownership per EITI Requirement 2.5¹⁰</p>	<p>For this report, the Independent Administrator shall:</p> <ul style="list-style-type: none"> Reflect the MSG’s decisions on the definition of BO, the details to be disclosed about the identity of the beneficial owners, and the data assurance process in the EITI’s model BO template. Ascertain the appropriateness of the model BO template. Develop guidelines for reporting companies on identifying their beneficial owners and complete the reporting template. Distribute the BO template to the companies included in the scope of the EITI Report, collect data, and follow up on any missing or incomplete submissions. 	<p>For this report, the MSG shall:</p> <ul style="list-style-type: none"> Consider and agree on the recommendations with the consultant regarding the definition of BO, the details to be disclosed about the identity of the BO, and the approach for BO data assurance. Provide information on the government’s policy and LEITI multi-stakeholder group discussions/updates on beneficial ownership disclosure.

¹⁰ Template beneficial ownership declaration, <https://eiti.org/files/Template-beneficial-ownership-declaration-form.doc>

	<ul style="list-style-type: none"> • Compile the data format (xlsx or CVs) • Present the findings in the EITI Report for each of the reporting companies in the report's scope; the name of the BOs of each company, details about their identity, and information about how ownership is exerted. Where legal owners have been disclosed, this should be clearly distinguished from beneficial ownership. Provide comments on the comprehensiveness and reliability of the BO information and present recommendations for improving beneficial ownership reporting in the future. The consultant should document the government's policy and multi-stakeholder group's discussion on disclosure of beneficial ownership. This should include relevant legal provisions, actual disclosure practices, and any planned or underway reforms related to useful ownership disclosure. 	
<p>Social and Environmental Expenditures under Req. 6.1.</p>	<p>The Consultant must collect information on social and environmental expenditures under requirement 6.1 of the 2019 EITI Standard and state the country's social and environmental impact of extractive activities.</p>	<p>The MSG shall review and approve the social and environmental impacts of social and environmental expenditures in the report.</p>

2.0 Phase 2 – Compile and collect data Collection

Objective: The purpose of the second phase of work is to first review what information required by the EITI and agreed by the MSG to be included in the scope of reporting (Table 1) is already publicly disclosed for the year under-reporting, and to collect any additional information required to cover the gaps directly from government and company reporting entities.

- i. **Review and compile data accessible from public sources.** Per the division of labor agreed by the MSG, [MSG, national secretariat, or consultant] should review the existing information disclosed by government entities and companies.
- ii. **Collect additional data from reporting entities.** Based on the review of accessible information, the [[MSG, national secretariat, or consultant] should collect additional information from the reporting entities to address the gaps identified. This could entail:
 - Provide an overview of government agencies and/or companies that will be asked to provide the information listed in Table 1. This should include government entities, including any SOEs and subnational government entities that receive payments which should be disclosed and per Requirements 4.1, 4.5, and 4.6., companies, including SOEs, make material payments to the state and will be required to report the EITI summary data template (Parts 3, 4 and 5) is a useful tool to list reporting entities and government revenues from them.¹¹
 - Finalize reporting templates to collect any additional information that has not already been publicly disclosed for the year under-reporting. Reporting templates can be designed to collect financial and non-financial information, to collect data from either government entities, SOEs, and/or companies. The [MSG, national secretariat, or consultant] can draft the templates for the MSG's approval. The International Secretariat is available to provide support on designing reporting templates.
 - Agree the procedures for collecting this information including, where needed, waivers to address confidentiality constraints and/or provisions relating to safeguarding confidential information before the publication of the EITI Report. The International Secretariat is available to provide support on designing these procedures.
 - Distribute the reporting templates and collect the completed forms and associated supporting documentation directly from the participating reporting

¹¹ The latest version of the summary data template can be found at: <https://eiti.org/document/eiti-summary-data-template>

entities, as well as any other information that the MSG has agreed to collect in Table 1.

- Contact the reporting entities directly to clarify any information gaps or discrepancies.

3.0 Phase 3 – analysis and draft report

Objective: The purpose of this phase is to first analyze the information collected per the objectives set for reporting in Phase 1 and as set out by the MSG in Table 1, review the data's comprehensiveness and reliability, and then draft a report for the MSGs input.

- i. **Analyze the data collected.** Per the objectives set by the MSG for the reporting and as set out in Table 1, the consultant should analyze the information to ensure that the reporting will meet the agreed objectives.
- ii. **Review the comprehensiveness and reliability of the financial data.** The consultant should review the comprehensiveness and reliability of the financial data covered in the reporting process as agreed by the MSG in Phase 2 and identify any gaps or weaknesses in reporting. The MSG should examine the audit and assurance procedures in government entities and companies participating in the EITI reporting process. This could include reviewing the statutory audit and assurance requirements for companies and government, including the relevant laws, regulations, and any reforms planned or underway. It could further include assessing whether reporting entities had their financial statements audited in the financial year covered, whether the audited financial statements are publicly available and where they can be accessed). MSGs may refer to EITI guidance for further advice.¹²

Where necessary, the MSG should discuss what additional work is needed to address concerns about the comprehensiveness and reliability of the disclosed data.

- iii. **They are drafting the report.** The [MSG, national secretariat or consultant] should prepare a draft report that comprehensively compiles the information disclosed by the reporting entities, identifying any discrepancies, and provides other information or analysis requested by the MSG (per Phases 1 and 2). The draft EITI Report should include an explanation of the process for collecting, compiling, and analyzing the information, indicate the coverage of the report, and include the assessment of comprehensiveness and reliability of the information. Any gaps or weaknesses identified should be disclosed in the report, including naming any entities that failed to submit the information required by the EITI Standard (Requirements 2-6) and an assessment of whether this is likely to have had a material impact on the comprehensiveness of the report. The information in the report should be sourced. Where information is already being systematically disclosed, the report should clearly state where the information is publicly accessible.

Where previous EITI Reports or Validations have recommended corrective actions and reforms, the report could comment on the progress in implementing those measures. The MSG could agree on recommendations for strengthening regular, timely and comprehensive disclosures by government entities and companies in the future, including any

¹² EITI Guidance note 24 on data quality and assurance, accessible [here](#).

recommendations regarding audit practices and reforms needed to bring them in line with international standards and, where appropriate, recommendations for other extractive sector reforms related to improving natural resource governance.

4.0 Phase 4 – Final EITI Report

Objective: The purpose of this phase is to ensure that any comments by the MSG on the preliminary disclosures or draft reports have been reflected in the final disclosures. The MSG could also consider how to best disseminate the data and share it with relevant stakeholders regarding health and safety challenges posed by the Covid-19 pandemic. The final report should include the MSGs assessment of the comprehensiveness and reliability of the disclosed data and identify any gaps or weaknesses in reporting.

The consultant is expected to:

- i. **Submit the EITI Report upon approval to the MSG.** The MSG will endorse the report before its publication and oversee its publication. Authorship of the report should be indicated. Where the Covid-19 pandemic poses challenges on the ability of MSGs to convene, national secretariats and MSG should take reasonable steps to seek MSG comments and approval.¹³
- ii. **According to the standardized reporting format, prepare and submit summary data from the disclosures electronically to the International Secretariat.**¹⁴
- iii. Produce a summary SLEITI report of not more than 25 pages. The summary report should contain infographics and a narrative communicating the report's findings.

5.0 Qualification Requirements for the Consultant

It is a requirement that the Consultant is perceived by the MSG to be credible, trustworthy, and technically competent. Bidders must follow the appropriate professional standards for the exercise / agreed-upon procedures work in preparing their report.

The Consultant will need to demonstrate:

- Expertise and experience in the oil, gas, mining, forestry, and agriculture sectors in Liberia.
- Expertise in accounting, auditing, and financial analysis.
- A track record in similar work. Previous experience in EITI reporting is not required but would be advantageous.
- Willingness to carry out the audit services at the Offices of the Liberia Extractive Industries Transparency Initiative (LEITI).

¹³ EITI Board Decision 2020-31/BC-290, <https://eiti.org/board-decision/2020-31>

¹⁴ The latest version of the summary data template can be found at: <https://eiti.org/document/eiti-summary-data-template>

To ensure the quality and independence of the exercise, the Consultant is required, in the proposal, to disclose any actual or potential conflicts of interest, together with commentary on how any such conflict can be avoided.

6.0 Reporting requirements and schedule for deliverables

The assignment is expected to commence on March 17, 2022, culminating in the finalization of the EITI Report by June 30, 2022. The proposed schedule is set out below:

Activity	13 th Report
Sending of TOR and Templates to members of the MSG for review and approval	January 1 - 21, 2022
Publication for Bidding	February 9, 2022
Opening of Bids	March 2, 2022
Bids Evaluation	March 3 – 10, 2022
Letter to winner	March 14, 2022
Signing of Contract	March 18, 2022
Scoping Period	March 21- April 21, 2022
Scoping Report	April 28, 2022
MSG Response to the Scoping Report	May 4, 2022
Inception Report	May 9, 2022
MSG Response to the Inception Report	May 11, 2022

Technical Workshop with Reporting Entities	May 13, 2022
Data Collection	May 16 - June 10, 2022
Draft Report	June 17, 2022
Final Report	June 28, 2022
Publication of the Report	June 30, 2022

The schedule of payments shall be as follows:

- 30% following the contract signing
- 20% following delivery of the inception report
- 20% following delivery of the draft report
- 30% following MSG approval and publication of the report

Annex 2 – Supporting documentation

Documentation on governance arrangements and tax policies in the extractive industries, including relevant legislation & regulations

- Revenue Code of Liberia as Amended in 2011
- Petroleum (Exploration and Production) Act of 2014
- Liberia Minerals and Mining Law
- Mineral Policy of Liberia
- Exploration Regulations
- National Forestry Reform Law of 2006
- LEITI Post Award Process Audit Reports
- LEITIActof2009

EITI Workplans & other documents

- EITI Standard 2019
- EITI New Rule

Previous EITI Reports

- 3rd EITI Report for Liberia

- 4th EITI Report for Liberia
- 5th EITI Report for Liberia
- 6th EITI Report for Liberia
- 7th EITI Report for Liberia
- 8th EITI Report for Liberia
- 9th EITI Report for Liberia
- 10th&11th Reports for Liberia
- 12th EITI Report for Liberia

Commentary on previous EITI Reports

- United Nations Panel Experts Report on Liberia
- Civil Society Reports
- Initial Data Collection and Assessment Report
- Validation Report for Liberia 2017

Other relevant documentation (e.g., annual activity reports)

- LEITI 2013 Annual Activities Report
- LEITI Workplan 2013-2014 & 2014-2015
- LEITI Workplan 2015/16, 16/17, 17/18, 2019/2020 & 2020/2021
- LEITI Communications Strategy 2013-2015
- LEITI 2012 Annual Activities Report
- LEITI MSG Regulation of 2009

LEITI Quarterly Newsletter

LEITI Gap Analysis Report

Amended and Restated Public Procurement and Concession Act 2010 (PPCA)

Public Procurement and Concession Act of 2005

Amended and Restated Public Procurement and Concession Act 2010

National Investment Commission Act 2010

Investment Act of 2010

National Bureau of Concession Act

NOCAL Act of 2014

LEITI 13th RFP for Consultancy_ FinalLEITI SBD CONSULATANT

Annual Budget Law 2014/2015 & 2015/2016 (Section 9)
Environment Protection and Management Law 2002
Public Lands Law – Title 34 – Liberian Code of Law Revised

Annex 3 – TOR for Scoping Study

TERMS OF REFERENCE FOR THE SCOPING WORK

The objective of the assignment

The objective of the assignment is to produce a report which will inform the MSG's discussions regarding the scope of information to be published under the EITI and the most suitable approach for publishing it. This should include considering options for integrating disclosures in government systems and company portals. The assignment is expected to:

- collate all the necessary information related to the management of the extractive sector in line with the MSG's objectives and workplan, and the EITI's requirements (EITI Requirement 2, 3, 4, 5 and 6);

- propose options for strengthening disclosure of information to ensure accessibility, reliability, and complementarity with existing government and company systems (EITI Requirement 7.2.c and the EITI Open data policy¹⁵);
- identify the total government revenue from the extractive sector to document a recommended definition of materiality and coverage for the EITI reconciliation (EITI Requirement 4, 4.1.d and 4.1.a);
- suggest the payments and revenues streams be reported only, including appropriate materiality thresholds and the levels of disaggregation where applicable (EITI Requirement 4.1.a, 4.1.b and 4.7);
- list the companies, state-owned enterprises, and government entities expected to participate in the report according to suggested materiality (EITI Requirement 4.1.c.);
- identify additional benefit streams from the extractive sector that should be disclosed (EITI Requirements 4.2, 4.3, 4.4, 4.5, and 4.6);
- identify revenue streams that are not recorded in the national budget and explain the allocation of such off-budget revenues as well as track implementation of the International Monetary Fund’s Government Finance Statistics (GFS) classifications for extractive revenues.
- Consider revenue allocations and expenditure that should be disclosed under the EITI (EITI Requirement 5 and 6); to the extent possible, assess the possibility for unilateral social expenses as per EITI Requirement 6.1. a) and b) and contributions to the Social Development Funds.
- assess the reliability of available data, including reviewing current auditing practices and the assurances to be provided by the reporting entities (EITI Requirement 4.9);
- identify any barriers to disclosure of the requisite information and propose options for addressing them; and
- Investigate any other issues as mandated by the MSG.

In addressing these points, the Consultant is expected to set out options available to the MSG, considering the overall objectives, the EITI requirements, the local context, and the resources available. The multi-stakeholder group will draw on the scoping study in agreeing on the scope of the reporting process, per the “Standard Terms of Reference of the Consultant¹⁶.”

The Consultant report will be submitted to the MSG and made publicly available.

Scope of work

¹⁵ EITI Open data policy available in the EITI Standard at <https://eiti.org/document/standard>

¹⁶ Standard Terms of Reference for the Consultant services available at <https://beta.eiti.org/standard/TOR-Consultant>

The IA will be expected to undertake the following tasks:

1. Examine the MSG's workplan to gain a clear understanding of the objectives and scope of Liberia's EITI implementation. The Consultant should also review any annual progress reports that have been produced by the MSG to see the progress made in achieving the objectives and review any actions undertaken by the MSG to address recommendations from any previous EITI reporting exercises and validations.
2. Where applicable, undertake a review of all past EITI Reports and Validation report(s) to gain an understanding of the current scope and state of the EITI reporting process in Liberia and assess areas where further improvement is needed; and
3. Assess to what extent information required in the EITI Standard, outlined in points 4, 5, and 6 below, or information that is otherwise relevant for achieving the objectives outlined in the MSG's workplan, is already publicly available. Assess this information's timeliness, comprehensiveness, and reliability and provide recommendations on how publicly available data can be improved or complemented to address the EITI requirements and the MSG's objectives.

EITI disclosures

4. The EITI Standard requires the disclosure of information about the management of the extractive industries in line with the extractive industry value chain (Requirement 2, 3, 4, 5, and 6). The Consultant is expected to identify sources and disclosure options for the following information:
 - a) The legal and institutional framework, including disclosures related to the allocation of contracts and licenses (EITI Requirement 2.1-2.3);
 - b) Liberia's policy and practices on disclosure of contracts and licenses that govern the exploration and exploitation of oil, gas, and minerals and any reforms underway (Requirement 2.4);
 - c) **the identity of the beneficial owners of companies that bid for, operate, or invest in extractive assets in Liberia (EITI Requirement 2.5);**
 - d) exploration, export, and production data (EITI Requirement 3);
 - e) where applicable, information about the role of state-owned companies (SOE) in the extractive sector and the financial relationships between the government and the SOE, quasi-fiscal expenditures, and government ownership in oil, gas, mining, forestry, and agricultural companies operating in Liberia (EITI Requirement 2.6, 4.6 and 6.2);
 - f) information about revenue allocations and distribution of revenues per EITI Requirements 5;
 - g) information about the social and economic spending, and the contribution of the extractive industries to the economy (EITI Requirement 6); and,
5. Based on the assessment, the Consultant should suggest a framework for EITI reporting suitable to the country's COVID-19 situation and in line with the EITI Standard. To inform the options and recommendations to be presented to the MSG, the Consultant is expected to:

- a) assess to what extent the information set out above is available in government systems and/or corporate reports and whether it is available online and accessible and comprehensible to a significant proportion of the country's citizens;
 - b) Assess the timeliness and reliability of the available data. If there are several public sources for the data, assess whether they are consistent;
 - c) assess whether there are barriers to disclosure and recommend how gaps in publicly available information can best be addressed. The Consultant should assess if there is information available in government systems that is not publicly available but could easily be published online. For example, if an online license cadaster exists but does not contain all the data required by the EITI Standard, the Consultant should assess to what extent any missing information can be added to the existing cadaster, including a proposal for making this information publicly available;
 - d) assess whether it is feasible to include in the EITI Report disclosure of other information about the sector that is more recent than the revenue data featured in the report;
 - e) based on the above, present a recommendation on how the information should be captured in the EITI report: whether it is sufficient to include a link to existing information in the EITI Report or whether the EITI Report should include a partial or full description of the information, what information should be collected and what can be directly drawn from the source and what weaknesses and challenges should be addressed in the EITI Report;
 - f) document carefully in the scoping report all information collected, the sources, and the basis for the assessments.
6. The Consultant is expected to provide the MSG with options and recommendations on how to strengthen disclosure practices on each of the points above, primarily through integrating information into government and company portals and secondarily by publishing information in the EITI Report. While doing the scoping study, the Consultant is expected to take into account the local premises (e.g., level of access to the Internet) and international best practices.

Scoping Process

7. The EITI Standard requires full disclosure of government revenues from the extractive sector and disclosure of material payments made by oil, gas, and mining companies (Requirement 4.1.c). The Consultant is expected to assess the availability and reliability of revenue and payment data and explore ways how this information can best be made available. To this end, the Consultant is expected to undertake a comprehensive analysis of the payments and government revenue streams related to the extractive sector, noting, in particular, the revenue streams that must be covered per EITI Requirement 4.1(b). The analysis should also cover revenues related to the sale of the state's share of production or other revenues collected in-kind (EITI Requirement 4.2), infrastructure provisions and other barter arrangements (4.3), transportation revenues (4.4), transactions related to state-owned enterprises (4.5), subnational payments (4.6), subnational transfers (5.2), social expenditures by extractive companies (6.1), and quasi-fiscal expenditures (6.2).

8. The Consultant is expected to describe what revenue and payment data listed in point 6 above is publicly available either online or through other government or company sources. The consultant should assess the timeliness, comprehensiveness, and reliability of the data (EITI Requirement 4.8 and 4.9). Where disclosures are complete, the Consultant should make recommendations for how payment and revenue data can be made public through channels other than the EITI Report per EITI Requirement 7.2(c)¹⁷. For example, by embedding data into online license cadastres or including a database and/or reporting templates on government, company, and/or national EITI websites. Where there are gaps in the information, the Consultant should make recommendations on how to address these to embed EITI reporting in the future.
9. Following the analysis of revenue streams and payments, the Consultant is expected to:
 - a) Review cadastre and revenue data from July 1, 2019-June 30, 2020 and make recommendations as to which of these tax payments and government revenues streams should be considered material, including suggesting materiality thresholds for company disclosure if appropriate (concerning the guidance note 13 and EITI requirement 4).
 - b) Based on the proposed materiality definition, develop a preliminary list of the companies that make material payments, and should be covered in the EITI Report (EITI Requirement 4.1.a). Where materiality thresholds are proposed, this should include an estimate of coverage of company payments that will be disclosed relative to total government revenues from the sector. It should also identify the total contribution of companies not required to report (i.e. those that fall below the materiality threshold), with a clear indication of the relative size of each company. (This information will inform the assessment of the comprehensiveness of the EITI Report as per Requirement 4.1)
 - c) For each company, identify where available:
 - i. Company's Tax Payer Identification Number
 - ii. Sector and phase of operation, i.e. exploration, production, oil, gas, mining, etc.
 - iii. Type of license(s) held and the license number(s).
 - iv. Sector employment data
 - d) Based on the proposed materiality definition, identify which government entities should be required to report. It should be noted that the government is required to disclose all revenues, regardless of the materiality (EITI Requirement 4.1.c). Thus, where materiality thresholds for company disclosures are established, a reconciliation of the company payments and government revenues per the materiality threshold would be appropriate. Any additional government revenues (i.e. from companies below the materiality threshold) would also need to be disclosed in the EITI Report as per Requirement 4.1(c).

¹⁷ For further guidance, please refer to the Standard Terms of Reference for feasibility studies for mainstreaming EITI disclosures.

- e) In considering which government entities should participate in the reconciliation process, the Consultant should identify whether sub-national government entities receive direct or indirect revenues from the extractive sector per Requirement 4.6 and Requirement 5.2.
- f) Identify any legal, regulatory, administrative, or practical barriers to comprehensive disclosure, and if necessary, set out options and make and recommendations for addressing these barriers (see examples on guidance note 11).

Issues requiring specific attention

- 10.** In consideration of determining “Amount to be paid” (amount due) for the Fiscal year under review for all sectors, work with the relevant reporting entities to determine the fixed amount components of the revenue streams (amount due).
- 11.** Design a revenue tracking template for line ministries and agencies at different stages of the value chain – the flow of funds.
- 12.** Identify areas in which reconciliation is feasible, i.e. there is perfect symmetry between the paying and receiving entities, and areas in which only a unilateral disclosure by the receiving or disbursing entity is necessary.

Data quality

- 13.** Where EITI Reports have already been produced, review previous approaches for addressing data quality, including any recommendations by past IAs or Validators for strengthening the process.
- 14.** Per EITI Requirement 4.9 examine the audit and assurance procedures in companies and government entities that are likely to participate in the EITI reporting process, including the relevant laws and regulations, any reforms that are planned or underway, and whether these procedures are in line with international standards. Review the reliability of data that is already available from public sources and recommend how reliability can be improved.
- 15.** Per EITI Requirement 4.9 propose assurances to be provided by reporting entities to the IA.

Scope of work: deliverables

- 16.** The Consultant is expected to present the following outputs:

- a) Inception report;
- b) A draft scoping report containing all of the scoping issues mentioned herein; and

A final scoping report reflecting the Consultant undertaking within the agreed timeframe

The Consultant is expected to prepare and present draft inception and scoping report to the MSG for review and comment according to the established timeline. It is within the scope of

the work of the Consultant to consult the parties and to ensure the comments are reflected in succeeding versions of the scoping and draft report.

The Consultant should integrate the comments from the MSG and prepare a final report to the MSG including recommendations for the July 1, 2019 – June 30, 2020, EITI Report for Liberia, and how future scoping reports can be improved, as per agreed timeframe.

The MSG is expected to approve the report according to contractual clauses.

Guidance on how to access information contained in a national cadastre of licenses and contracts; and where there is a limitation of information of licenses in the cadastre, include in the EITI report government plans to overcome such challenge and the time it is hoped to be done. Also, include a reference or link in the report to the national license cadastre, and where no cadastre exists or is incomplete, discuss any gaps observed and efforts being undertaken to strengthen said systems. Meanwhile, where said information on licenses (as set out in 2.3.b of the Standard) is absent, include in the EITI report such detailed information. Req. 2.3b

The Consultant should document existing beneficial ownership disclosure practices and policies across the mining, agriculture, forestry, and oil sectors, and any planned and on-going reform. Req. 2.5

The Consultant must customize the reporting templates to as well collect production and export data for the fiscal year, which should include total production and export volume, the total value of production and export by commodity and by counties of activities including information of sources of the data and how said data have been calculated. Also, liaise with other relevant ministries and agencies to collect complementary production and export data for crossing referencing, resolution, and validity purposes. Req. 3.2 & 3.3

Section 6. Standard Forms of Contract

[Text in brackets provides guidance to the Procuring Entity for the preparation of the RFP; it should not appear on the final RFP to be delivered to the shortlisted Consultants]

[For contracts for more than US\$ in the threshold specified in the PPCA as amended from time to time by the PPCC.

*Standard Form of Contract
Consultant Services
Time-Based,*

*Standard Form of Contract
Consultant Services
Lump-Sum*

Circumstances under which these contracts are used are described in their prefaces. The lump-sum remuneration type is likely to be used more frequently under QCBS, Fixed-Budget Selection, and Least-Cost Selection, whereas the time-based type is more likely to be used under QBS.]

The attached Form of Contract shall be used.

ANNEX III. Small Assignments – Time-Based Payments

REPUBLIC OF LIBERIA

Small Assignments
Time-Based Payments

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
TIME-BASED PAYMENTS
(UNSAID FINACED)**

CONTRACT

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

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. Services**
 - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Consultant shall provide the reports listed in Annex B, “Consultant’s Reporting Obligations,” within the time periods listed in such Annex, and the personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.
- 2. Term**

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.
- 3. Payment**
 - A. Threshold

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert threshold amount]*. 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. The payments made under the Contract consist of the Consultant’s remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent¹(~~or~~ per day spent ~~or~~ per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates.”

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client’s coordinator;
- (ii) such other expenses as approved in advance by the Client’s coordinator.²

D. Payment Conditions

Payment shall be made in [*specify currency*] not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration**A. Coordinator**

The Client designates Mr./Ms. [*insert name*] as Client’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

During the course of their work under this Contract, including field work, the Consultant’s employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

¹ Select the applicable rate and delete the others.

² Specific expenses can be added as an item (iii) in paragraph 3.C.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

- | | |
|--|---|
| 5. Performance Standard | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory. |
| 6. Confidentiality | The Consultants 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. |
| 7. Ownership of Material | 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. ³ |
| 8. Consultant Not to be Engaged in Certain Activities | The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with 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. |
| 9. Insurance | The Consultant will be responsible for taking out any appropriate insurance coverage. |
| 10. Assignment | The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent. |
| 11. Law Governing Contract and Language | The Contract shall be governed by the laws of <i>the Republic of Liberia</i> , and the language of the Contract shall be English. |

³ Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 7.

12. Dispute Resolution⁵ Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Republic of Liberia.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

⁵ In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 12: “Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Reporting Obligations

Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates

ANNEX C

Cost Estimate of Services, List of Personnel and Schedule of Rates

(1) Remuneration of Staff

	Name	Rate (per month/day/ hour in currency)	Time spent (number of month/day/hour)	Total (currency)
(a) Team Leader				
(b)				
(c)				
				Sub-Total (1)

TOTAL COST _____

CONTRACT CEILING _____