

GOVERNMENT OF YOBE STATE

STANDARD

REQUEST FOR PROPOSALS

for the

**Procurement of
Consultancy Services**

.....
Important Note for draftees using this document:

When editing this document, ensure that you do not delete any **Section Breaks**.

Note the following conventions within this standard document:

[Instruction shown in red in [] are instruction/guidance for the draftee of the document and should be deleted afterwards before the document is issued to Consultants]

{Instructions shown in black in { } are for the guidance of Consultants and should be retained in the document unaltered.}

This box and contents should be deleted from the finished document prior to issue.

.....

**REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF
PROCUREMENT REFERENCE NO:**

**Standard Request for Proposals
for the Selection of Consultants to:**

Procurement Reference No:

Procuring Entity:

Date of Issue:

**REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF
PROCUREMENT REFERENCE NO:**

Table of Contents

TABLE OF CONTENTS	3
PART 1: REQUEST FOR PROPOSALS PROCEDURES AND SUBMISSION SHEETS	5
REQUEST FOR PROPOSALS PROCEDURES	5
1. <i>References:</i>	5
2. <i>Preparation of Proposals:</i>	5
3. <i>Preparation of Technical Proposals:</i>	5
4. <i>Preparation of Financial Proposals:</i>	5
5. <i>Basis of Pricing and Payment:</i>	6
6. <i>Validity Period of Proposals:</i>	6
7. <i>Sealing and marking of Proposals:</i>	6
8. <i>Submission of Proposals:</i>	6
9. <i>Means of acceptance:</i>	7
10. <i>Opening of Proposals:</i>	7
11. <i>Withdrawal, amendment or modification of Proposals:</i>	7
12. <i>Evaluation of Proposals:</i>	7
13. <i>Technical Evaluation Criteria:</i>	8
14. <i>Financial Criteria:</i>	9
15. <i>Currency:</i>	9
16. <i>Recommendation for Award:</i>	9
17. <i>Award of contract:</i>	10
18. <i>Right to Reject:</i>	10
19. <i>Corrupt Practices:</i>	10
TECHNICAL PROPOSAL SUBMISSION SHEET	12
FINANCIAL PROPOSAL SUBMISSION SHEET	14
<i>Summary of Costs</i>	15
<i>Breakdown of Contract Price (Fees)</i>	16
<i>Breakdown of Contract Price (Reimbursables)</i>	17
APPENDIX A: METHODOLOGY AND WORK PLAN	18
APPENDIX B: EXPERIENCE AND QUALIFICATIONS	19
PART 2: STATEMENT OF REQUIREMENTS	21
A: TERMS OF REFERENCE	21
B: KEY PERSONNEL	22
PART 3: CONTRACT FOR CONSULTANTS' SERVICES	23
GENERAL CONDITIONS OF CONTRACT	26
SPECIAL CONDITIONS OF CONTRACT	26
APPENDICES FOR LUMP SUM CONTRACTS	31
<i>Appendix A – Statement of Requirements</i>	31
<i>Appendix B - Key Personnel and Sub-Consultants</i>	31
<i>Appendix C - Breakdown of Contract Price</i>	32
APPENDICES FOR TIME BASED CONTRACTS	33
<i>Appendix A – Statement of Requirements</i>	33
<i>Appendix B - Key Personnel and Sub-Consultants</i>	33
<i>Appendix C - Cost Estimates</i>	33
<i>Appendix D- Advance Payment Security</i>	34

**REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF
PROCUREMENT REFERENCE NO:**

**REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF
PROCUREMENT REFERENCE NO:**

PART 1: PROPOSAL PROCEDURES

**PART 1: REQUEST FOR PROPOSALS PROCEDURES AND
SUBMISSION SHEETS**

REQUEST FOR PROPOSALS PROCEDURES

1. References:

References to the law are to the Public Procurement Law, and references to the Guidelines are to the subsisting Public Procurement Guidelines. The terms and requirements in the Law and Guidelines govern the submission of Bids and should be read by all Bidders. References to the GCC or General Conditions of Contract are to the General Conditions of Contract for the Procurement of Consultancy Services, which are available on the Yobe State Bureau on Public Procurement (Bureau)'s website. These General Conditions of Contract govern all contractual provisions for this category of procurement and should be read by all bidders before submitting their bids.

2. Preparation of Proposals:

You are requested to submit a Proposal to provide the consulting services detailed in the Statement of Requirements by submitting separate technical and financial proposals, as detailed below. The standard forms contained within this Request for Proposals may be retyped for completion, but the Consultant is responsible for their accurate reproduction.

You are advised to carefully read the complete Request for Proposals document, including the Special Conditions of Contract in Part 3: Contract Agreement and the General Conditions of Contract for Consultancy Services (available on the Authority's website or on request), before preparing your proposal. Part 3: Contract Agreement is provided not for completion at this stage but to enable Bidders to note the Contract terms they will enter into if their Bid is successful.

3. Preparation of Technical Proposals:

Technical proposals should contain the following documents and information:

- (1) the Technical Proposal Submission Sheet in this Part;
- (2) a brief methodology for performing the services;
- (3) a work plan, showing the inputs of all key staff;
- (4) CV's of key staff;
- (5) a summary of your experience in similar assignments, together with the names and contact details of persons connected with these assignments who will provide references;
- (6) a copy of your certificate of registration demonstrating your registered supplier status;
- (7) a copy of your tax clearance certificate and VAT registration;
- (8) *[List any additional documents which are required with the technical proposal e.g. any relevant professional practice certificates. Delete any documents not required. Amend or delete the suggested list above e.g. the summary of previous experience may not be required where this has been taken into account in short-listing].*

4. Preparation of Financial Proposals:

Financial proposals should contain the following documents and information:

- (1) the Financial Proposal Submission Sheet in this Part;

REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF PROCUREMENT REFERENCE NO:

PART 1: PROPOSAL PROCEDURES

- (2) the Breakdown of Contract Price form in this Part, showing all costs for the assignment, broken down into fees and reimbursable costs;
- (3) *[List any additional documents which are required with the financial proposal]*

5. Basis of Pricing and Payment:

The contract will be a lump sum/time-based contract. *[delete as applicable]*

Payments will be made on the following basis:

[Insert the details of pricing and payment for lump sum or time-based contracts, as appropriate, using the following standard wording:]

[For lump sum contracts, use the following:]

The contract price shall be a fixed total lump sum, including all costs required to carry out the Services. The Breakdown of Contract Price shall be used only for evaluation purposes and to determine the price for any additional services agreed.

[For time-based contracts, use the following:]

The contract price shall be a maximum amount. Payment shall be made for the time actually spent and for reimbursable expenses actually incurred by the Consultant in the performance of the Services, using the rates specified in the Breakdown of Contract Price.

Clarification of the request for proposals document may be requested in writing by any Consultant up to *[state date which should be the mid-term of the bidding period]* and should be sent to *[insert name and address of contact person]*.

Pre-bid meeting *[State whether a pre-bid meeting will be held, and if so, state time, date and place of any pre-bid meeting].*

6. Validity Period of Proposals:

The required proposal validity period is *[Insert number of days required]* from the deadline for submission of proposals.

7. Sealing and marking of Proposals:

The technical and financial proposals should be sealed in separate envelopes, both clearly marked with the Procurement Reference Number above, the Consultant's name, the name of the Procuring Entity and either "Technical Proposal" or "Financial Proposal" as appropriate.

Both envelopes should be enclosed in a single outer envelope, clearly marked with the Procurement Reference Number above, the Consultant's name and the name of the Procuring Entity. All three envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.

[State whether any additional copies of the technical and/or financial proposals should be provided. If so, the Consultant shall prepare one original of the documents comprising the Technical/Financial Proposals and clearly mark it "ORIGINAL." In addition, state the number of copies of the Proposals, which shall be clearly marked "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail].

8. Submission of Proposals:

Proposals should be submitted to the address below, not later than the date and time of the deadline below. Late proposals will be rejected. The Procuring Entity reserves the right to extend the proposal submission deadline, but shall notify all consultants invited to submit proposals of the amended proposal submission deadline

REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF PROCUREMENT REFERENCE NO:

PART 1: PROPOSAL PROCEDURES

Date for Submission:[*day, month and year format*].

Time of Submission (*local time*).

Address for submission: [*Insert full physical address*]
.....

9. Means of acceptance:

[State location of a marked bid box where sealed envelopes containing the bids are to be placed.]

10. Opening of Proposals:

The technical proposals will be opened in public immediately following the deadline for submission. Financial proposals will be kept unopened and the evaluation committee shall have no access to financial information until the technical evaluation is concluded.

11. Withdrawal, amendment or modification of Proposals:

A Consultant may withdraw, substitute, or modify its Proposals after it has been submitted by sending a written notice, duly signed by an authorized representative. However, no Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Consultant or any extension thereof.

12. Evaluation of Proposals:

The evaluation of proposals will use the evaluation methodology as detailed below: *[insert evaluation methodology, which should be one of the methods prescribed by the Bureau.]*

[Complete the wording for the relevant evaluation methodology, using the appropriate standard wording given below. You must also include, amend or delete the wording relevant to the chosen evaluation methodology under Technical Criteria, Financial Criteria and Recommendation for Award below:]

[For (1) **Quality and Cost Based Selection (QCBS)**:

- (1) Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of consultants and to confirm that the consultant has accepted all terms and conditions without material deviation or reservation;
- (2) Technical evaluation to assess the technical quality of proposals against the criteria below, to determine the technical score for each proposal and to determine which proposals reach the minimum technical score given below; and
- (3) Financial evaluation to determine the financial score of each proposal, to weight the technical and financial scores and to determine the total score of each proposal.

N.B. Selection among community service organisations uses the same procedure as QCBS, but with eligibility restricted to community service organisations with knowledge of local issues and community needs]

[For (2) **Quality Based Selection (QBS)**:

- (1) Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of consultants and to confirm that the consultant has accepted all terms and conditions without material deviation or reservation;

REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF PROCUREMENT REFERENCE NO:

PART 1: PROPOSAL PROCEDURES

- (2) Technical evaluation to assess the technical quality of proposals against the criteria below, to determine the technical score for each proposal and to determine which is the best technical proposal; and
- (3) Financial evaluation to examine the financial proposal of the best technical offer only and prepare for negotiations.]

[For (3) **Fixed Budget Selection (FBS)**:

- (1) Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of consultants and to confirm that the consultant has accepted all terms and conditions without material deviation or reservation;
- (2) Technical evaluation to assess the technical quality of proposals against the criteria below, to determine the technical score for each proposal and to determine which proposals reach the minimum technical score given below; and
- (3) Financial evaluation to reject proposals which exceed the budget given below and determine the best technical proposal which is within budget.]

[For (4) **Least Cost Selection (LCS)**:

- (1) Preliminary examination to confirm that all documents required have been provided, to confirm the eligibility of consultants and to confirm that the consultant has accepted all terms and conditions without material deviation or reservation;
- (2) Technical evaluation to assess the technical quality of proposals against the criteria below, to determine the technical score for each proposal and to determine which proposals reach the minimum technical score given below; and
- (3) Financial evaluation to determine the lowest priced proposal which meets the minimum technical score.]

Proposals failing any stage will be eliminated and not considered in subsequent stages.

[For (5) **Single Source Selection (SSS)**:

- (1) Request from prospective firms for information about their qualifications, experience and competence, based on written terms of reference;
- (2) Selection of the firm with the most appropriate qualifications, experience and competence;
- (3) Invitation to the firm to submit a combined technical and financial bid; and
- (4) Negotiation to determine the Contract Price.]

[For (6) Selection of Individual Consultant:

- (1) Invitation to the individual Consultant to submit a combined technical and financial bid;
and
- (2) Negotiation to determine the Contract Price.]

Proposals failing any stage will be eliminated and not considered in subsequent stages.

13. Technical Evaluation Criteria:

Proposals shall be awarded scores out of the maximum number of points indicated below for each of the following criteria:

[Amend, delete or add to the criteria in the first (left hand) column to suit the individual assignment. Select the maximum number of points for each criterion, which should normally be within the range given below (in the right-hand column). The total points for all criteria must equal 100. Where required, sub-criteria can be added e.g. for key personnel.]

REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF PROCUREMENT REFERENCE NO:

PART 1: PROPOSAL PROCEDURES

Specific Experience	[10-20] points
Methodology Proposed	[20-50] points
Key Personnel	[20-50] points
Transfer of Knowledge	[0-10] points
Participation by Nationals	[0-10] points
Total:	100 points

The minimum technical qualifying score required to pass the technical evaluation is points.
*[insert the minimum technical score. The minimum should normally be between 70 and 80 points.
Delete this paragraph for QBS]*

14. Financial Criteria:

[Text should be added, or the title deleted, depending on the evaluation methodology selected, following the instructions below:]

[For QCBS, FBS and selection among community service organisations add the following]:

[For QCBS add the following:

“Financial scores shall be determined by awarding 100 points to the lowest priced proposal, and giving all other proposals a score which is proportionate to this.

Total scores shall be determined using a weighting of _____% for technical proposals and a weighting of _____% for financial proposals.”

The weighting for technical proposals should be in the range of 70 to 90%, with a higher rating used where quality is of greater importance. The total of both weightings must total 100%

[For QBS, no criteria are required, and the title should be deleted.]

[For FBS add the following:

“The maximum available budget for the assignment is _____ and proposals exceeding this budget shall be rejected.”

State the currency and amount of the total budget. The budget must be particularly well prepared to ensure that it is adequate and realistic for the services to be performed]

[For LCS, QBS, SSS and selection of an individual consultant no criteria are required, and the title should be deleted.]

15. Currency:

Proposals may be priced in Nigerian Naira or any other freely convertible currency. *[delete if alternative currencies are not permitted].*

The currency of evaluation will be Nigerian Naira *[or amend if another evaluation currency is to be used].*

Proposals in other currencies will be converted to this currency for evaluation purposes only, using the exchange rates published by the Central Bank of Nigeria at <http://www.cbn.gov.ng> on the date of the submission deadline. *[Amend if proposals are only permitted in Nigerian Naira. Proposals in other currencies should generally be permitted where international bidders are invited].*

16. Recommendation for Award:

The proposal *[Insert the standard wording given below for the evaluation methodology used.]* shall be recommended for award of contract, subject to any negotiations required.

REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF

PROCUREMENT REFERENCE NO:

PART 1: PROPOSAL PROCEDURES

[For QCBS and selection among community service organisations insert “the proposal with the highest total score”].

[For QBS insert “the proposal with the highest technical score”].

[For FBS insert “the proposal with the highest technical score, that is within the budget given above”].

[For LCS insert “the proposal with the lowest evaluated price that meets the minimum technical score given above”].

17. Award of contract:

The lowest evaluated bid, after application of any additional evaluation criteria, including any margin of preference, which is substantially responsive to the requirements of this bidding document shall be recommended for award of contract. The proposed award of contract shall be by issue of a Notification of Contract Award, which shall be effective until the signing of the contract documents. Unsuccessful Bidders shall receive the Notification of Contract Award and may submit an application for administrative review to the Procuring Entity in terms of section 55 of the Law.

18. Right to Reject:

The Procuring Entity reserves the right to accept or reject any proposal or to cancel the procurement process and reject all proposals at any time prior to contract award.

(1) The Procuring Entity may reject a Bid that had been found to be the lowest responsive evaluated offer in favour of a higher Bid in the following circumstances:

- (a) where the lowest evaluated price is substantially above the estimated price in the procurement plan, so that budgetary provision may not be available to fully pay for the procurement;
- (b) where there is concern that the bid price is substantially lower than the estimated price, raising concerns whether the bidder has fully understood the contractual commitment and thus presenting a risk of failure to provide the required services.

(2) The Procuring Entity may cancel the procurement process and reject all bids at any time prior to contract award owing to various circumstances, including:

- (a) where the integrity of the bidding process has been compromised by any factor, such as corruption, leakage of confidential internal communication, etc.;
- (b) incorrect tender document was issued and used;
- (c) insufficient bids were received, and the number of responsive bids does not ensure genuine competition;
- (d) all responsive bids substantially exceed the budget; or
- (e) funds for the procurement contract becomes unavailable for any reason.

19. Corrupt Practices:

The Government of Yobe State requires that Procuring Entities, as well as Consultants, observe the highest standard of ethics during the procurement and execution of contracts. In pursuit of this policy:

- (1) the Procuring Entity will reject a recommendation for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contractor been declared ineligible to be awarded a procurement contract; a definition of these terms is found in clause 1.9 of the GCC;
- (2) the Bureau may under Section 8(1)(e) of the Law impose debarment sanctions on a consultant that it has determined has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contract; and

**REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF
PROCUREMENT REFERENCE NO:**

PART 1: PROPOSAL PROCEDURES

- (3) submission of a bid will be deemed to be an undertaking on behalf of the Consultant to accept the responsibilities described in clause 1.9 of the GCC.

**REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF
PROCUREMENT REFERENCE NO:**

PART 1: PROPOSAL PROCEDURES

TECHNICAL PROPOSAL SUBMISSION SHEET

{Note to Consultants: Complete this form with all the requested details and submit it as the first page of your technical proposal, with the documents requested in Part 1 attached. Ensure that your proposal is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorised, it may be rejected.

In case the Consultant is a Joint Venture (JV), the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.}

Procurement Reference Number:

Subject of Procurement:

Name of Consultant:

Consultant's Reference Number:

Date of Technical Proposal:

We offer to provide the services described in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Proposals referenced above.

We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: Proposal Procedures of your Request for Proposals.

The validity period of our proposal is: ... days from the date of the submission.

We submit on the attached Appendices the evidence to demonstrate our suitability to perform the required services:

Appendix A: Methodology and Work Plan;

Appendix B: Experience and Qualifications.

We understand that the proposals in these Appendices, if approved or as amended, will be included in the Contract Appendices and shall form a contractual commitment.

We enclose a separately sealed financial proposal.

Technical Proposal Authorised By:

Signed	Name:
In capacity of:	Date:(DD/MM/YY)
Duly authorised for and on behalf of:	
Firm	
Address:	
.....	

**REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF
PROCUREMENT REFERENCE NO:**

PART 1: PROPOSAL PROCEDURES

Corporate Seal(where appropriate)

**REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF
PROCUREMENT REFERENCE NO:**

PART 1: PROPOSAL PROCEDURES

FINANCIAL PROPOSAL SUBMISSION SHEET

{Note to Consultants: Complete this form with all the requested details and submit it as the first page of your financial proposal, with the documents requested above attached. Ensure that your proposal is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorised, it may be rejected. The total price of the proposal should be expressed in a currency permitted in the SCC}.

In case the Bidder is a Joint Venture (JV), the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

Procurement Reference Number:

Subject of Procurement:

Name of Consultant:

Consultant's Reference Number:

Date of Financial Proposal:

The total price of our proposal is: _____ .{insert currency and amount}

We confirm that the rates quoted in our Financial Proposal are fixed and firm for the duration of the validity period and will not be subject to revision or variation or adjustment.

Financial Proposal Authorised By:

Signed	Name:
In capacity of:	Date:(DD/MM/YY)
Duly authorised for and on behalf of:	
Firm	
Address:	
.....	
Corporate Seal(where appropriate)	

**REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF
PROCUREMENT REFERENCE NO:**

PART 1: PROPOSAL PROCEDURES

Summary of Costs

{Complete this form to summarise all the costs together from the breakdown of costs and submit it as part of your financial proposal.}

Item	Costs
	<i>[Indicate Currency]</i>
Fees	
Reimbursable Costs	
Total Cost of Financial Proposal ¹	

1 The total cost must coincide with the sum in the Financial Proposal Submission Sheet.

**REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF
PROCUREMENT REFERENCE NO:**

PART 1: PROPOSAL PROCEDURES

Breakdown of Contract Price (Fees)

{Complete this form with details of all your costs and submit it as part of your financial proposal. Authorise the rates quoted in the signature block below. Where this is a lump sum contract, the total price will be the contract price and the breakdown will be used only to determine the price of any additional services. Where this is a time-based contract, the breakdown will be used as the cost estimates and payment will be made for the services actually performed and costs actually incurred.}

Currency of Costs: _____

FEES				
Name and Position of Personnel	Input Quantity	Unit of Input	Unit Rate	Total Price
Sub Total:				

Breakdown of Contract Price Authorised By:

Signed	Name:
In capacity of:	Date:(DD/MM/YY)
Duly authorised for and on behalf of:	
Firm	
Address:	
.....	
Corporate Seal(where appropriate)	

**REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF
PROCUREMENT REFERENCE NO:**

PART 1: PROPOSAL PROCEDURES

Breakdown of Contract Price (Reimbursables)

Currency of Costs: _____

REIMBURSABLE COSTS				
Description of Cost	Quantity	Unit of Measure	Unit Price	Total Price
Sub Total:				

Breakdown of Contract Price Authorised By:

Signed	Name:
In capacity of:	Date:(DD/MM/YY)
Duly authorised for and on behalf of:	
Firm	
Address:	
Corporate Seal(where appropriate)	

**REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF
PROCUREMENT REFERENCE NO:**

PART 1: PROPOSAL PROCEDURES

APPENDIX A: METHODOLOGY AND WORK PLAN

{Describe the methodology and work plan you would propose to use in meeting the requirements in the statement of requirements in Part 2.}

**REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF
PROCUREMENT REFERENCE NO:**

PART 1: PROPOSAL PROCEDURES

APPENDIX B: EXPERIENCE AND QUALIFICATIONS

{Provide background information about the consultancy firm that is bidding for the Contract and of any other firm that is associated with this bid. State whether any of the required services will be sub-contracted. Describe the experience of the Firm in performing similar consultancy Contracts, if so required by the instructions in Part 1.

Name the key personnel who will perform the requirements under the Contract, their proposed period of engagement, including working hours and holidays, and describe their qualifications and experience in working on similar Contracts, distinguishing between international consultants and national (Nigerian) consultants. Describe any intended transfer of knowledge to consultants and other personnel in Nigeria and how this transfer will be achieved.}

**REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF
PROCUREMENT REFERENCE NO:**

PART 1: PROPOSAL PROCEDURES

REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF

PROCUREMENT REFERENCE NO:

PART 2: STATEMENT OF REQUIREMENTS

PART 2: STATEMENT OF REQUIREMENTS

A: TERMS OF REFERENCE

[Provide full information on the consultancy services required, using the headings indicated below.]

(a) Background:

(b) Objectives:

(c) Scope of the Services/Major Tasks to be accomplished:

(d) Place of Performance of the Services:

(e) Training (when appropriate; include any required transfer of knowledge):

(e) Reports and deliverables required, Reporting schedule and assignment time schedule:

(f) Data, Local Services, Personnel, and Facilities to be provided by the Procuring Entity:

REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF

PROCUREMENT REFERENCE NO:

PART 2: STATEMENT OF REQUIREMENTS

[Include other data and information that will be useful for the Consultant to assess their role, outputs/deliverables for the performance of tier contract.]

B: KEY PERSONNEL

[State the title, agreed job description, minimum qualification and experience, and estimated period of engagement in carrying out the Services for each of the Consultant's Key Personnel.]

REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF

PROCUREMENT REFERENCE NO:

Part 3: Contract

PART 3: CONTRACT FOR CONSULTANTS' SERVICES

Time-Based/Lump Sum Contract *[Delete that which is not applicable]*

between

[name of the Procuring Entity]

and

[name of the Consultant]

Dated: _____

REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF

PROCUREMENT REFERENCE NO:

Part 3: Contract

Contract

[Text in brackets [] is for the guidance of the drafter of the document; all notes should be deleted in final text]

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

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

WHEREAS

- (a) the Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Procuring Entity that he has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Procuring Entity has secured budgeted funds towards the cost of the Services and intends to apply a portion of the funding to eligible payments under this Contract, it being understood that such payments will be subject, in all respects, to the terms and conditions of the contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The related Terms of Reference;
- (d) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below, next to the title of the Appendix]*

Appendix A: Methodology and Work Plan *{This should be in accordance with Section A of the Statement of Requirements}* *[Not used]*

Appendix B: Experience and Qualifications of Key Personnel *{This should be in accordance with Section B of the Statement of Requirements.}* *[Not used]*

Appendix C: Cost Estimates *[Not used]*

2. The mutual rights and obligations of the Procuring Entity and the Consultant shall be as set forth in the Contract, in particular:

REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF

PROCUREMENT REFERENCE NO:

Part 3: Contract

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Procuring Entity shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of	<i>[name of Procuring Entity]</i>
Signed: <i>[Authorized Representative]</i>
Name:	
In capacity as:	
For and on behalf of	<i>[full name of Consulting Firm]</i>
Signed: <i>[Authorized Representative]</i>
Name:	
in capacity as:	

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

For and on behalf of	each of the Members of the Consultants
Name of Member:	
 <i>[Authorized Representative]</i>
Name of signatory:	
in capacity as:	
Name of Member:	
 <i>[Authorized Representative]</i>
Name of signatory:	
in capacity as:	

REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF

PROCUREMENT REFERENCE NO:

Part 3: Contract

GENERAL CONDITIONS OF CONTRACT

Any resulting contract placed shall be subject to the General Conditions of Contract (GCC) for the Procurement of Consultancy Services by the Government of Yobe State (copy available on the Bureau's website or on request) except where modified by the Special Conditions below.

SPECIAL CONDITIONS OF CONTRACT

The clause numbers given in the first column correspond with the relevant clause number of the General Conditions of Contract.

GCC reference	Amendment or supplement to the General Conditions of Contract for Services
1.4	The address for the Procuring Entity is: <i>[Address]</i> <i>[Address]</i> Email: The address for the Consultant is: <i>{Consultant to provide contact details}</i> Email:
1.5	The location for the performance of services are <i>[provide details]</i>
1.6	The Member in Charge is <i>{Consultant to provide details}</i>
1.7	The Authorized Representatives are: For the Procuring Entity: <i>[Insert name and telephone number]</i>
	For the Consultant: <i>{insert name and telephone number}</i>

REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF

PROCUREMENT REFERENCE NO:

Part 3: Contract

GCC reference	Amendment or supplement to the General Conditions of Contract for Services
	<p><i>[In case the Consultant consists of a joint venture/consortium/ association of more than one entity, specify the entity that is authorised to act on behalf of the other entities in exercising all the Consultant’s rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.]</i></p>
1.8	<p>Taxes and duties: The Consultant, Sub-Consultants and Personnel shall pay all such indirect taxes, duties, fees and other impositions as levied under the laws of Yobe State and the applicable federal laws of Nigeria. <i>[Amend if any tax exemptions apply.]</i></p>
1.10	<p>Nationals of the following countries are ineligible for performance of this Contract <i>[Insert ineligible countries or state none]</i></p>
2.1	<p>The effectiveness conditions are the following: <i>[insert conditions]</i> <i>[Note: List here any conditions of effectiveness of the Contract, e.g., Procuring Entity’s approval of Consultant’s proposals for appointment of specified key staff members, etc. If there are no effectiveness conditions, delete this Clause SC 2.1 from the SC].</i></p>
2.3	<p>Latest time for commencement of services <i>[insert time period, e.g.:30 days] days after the Effective Date.</i></p>
2.4	<p>The Contract shall expire after <i>[insert time period, e.g.: twelve months] from the Effective Date.</i></p>
3.5	<p>Insurance to be taken out by the Consultant. The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Nigeria by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of <i>[insert amount and currency]</i>; (b) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency]</i>; (c) professional liability insurance, with a minimum coverage of <i>[insert amount and currency]</i>; (d) employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of laws of Yobe State and the applicable federal laws of Nigeria, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF

PROCUREMENT REFERENCE NO:

Part 3: Contract

GCC reference	Amendment or supplement to the General Conditions of Contract for Services
	<i>[Note: Delete what is not applicable].</i>
3.7	Consultant's actions requiring the Procuring Entity's prior approval: <i>[State any other actions for which the Procuring Entity's prior approval is required or state none.]</i>
3.9	Restrictions on the future use of documents and software prepared by the Consultant: <i>[All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract shall become and remain the property of the Procuring Entity. State any additional restrictions that shall apply to the future use of these documents and software.]</i>
4.6	Resident Project Manager: <i>[State whether a Resident Project Manager is required and, if so, the period of residence and the terms and conditions of his residence in State.]</i>
5.1	Assistance and exemptions: <i>[State whether any exceptions are to be made to the provisions of GCC 5.1. and any additional assistance that will be provided by the Procuring Entity]</i>
5.4	Services, Facilities and Property of the Procuring Entity: <i>[State the services facilities and property that will be made available free of charge to the Consultant and Personnel during the period of performance of the Contract and how/when they will be made available.]</i>
5.6	Counterpart Personnel: <i>[Provide information about the professional and support counterpart personnel that will be made available free of charge to support the work of the Consultant, including any restrictions on dates or hours of work.]</i>
6.1	Contract Price: The contract price is <i>[insert amount(s) and currency(ies)]</i>
6.2(b)	Type of Contract: Lump Sum /Time Based contract <i>[Select the type of contract]</i>
6.5(a)	<p>The following payment schedule shall apply: <i>[insert payment terms agreed]</i></p> <p>[Note on payment schedules for Lump Sum contracts]</p> <p>(a) The following clause is a sample only and must be amended to suit the particular assignment; (b) if payments in different currencies do not follow the same schedule, add separate schedules; (c) all payments should be linked to a specific event or deliverable, which should be determined from the TOR, but could include reports, workshops, documents etc and (d) the payment schedule should take into account the length of the assignment and whether the Supplier is likely to have high mobilization costs e.g. where foreign Bidders are invited, mobilization costs may be high, as flights, subsistence etc will have to be paid and an advance payment, or payment on inception report should be</p>

REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF

PROCUREMENT REFERENCE NO:

Part 3: Contract

GCC reference	Amendment or supplement to the General Conditions of Contract for Services
	<p>considered, but where an assignment is only a few weeks and all Bidders are local, full payment on completion may be acceptable.</p> <p>[Sample clause for Lump Sum contracts – amend as required]</p> <ul style="list-style-type: none"> • Thirty (30) percent of the lump-sum amount shall be paid upon submission of the inception report. • Fifty (50) percent of the lump-sum amount shall be paid upon submission of the draft final report. • Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report. <p>[Note on payment schedules for Time-Based contracts]</p> <p>Payments are typically made monthly or quarterly for the actual inputs provided. The payment schedule should be specifically drafted for each contract.</p> <p>[Sample clause for Time-Based contracts – amend as required]</p> <ul style="list-style-type: none"> • Monthly payments shall be made for the actual inputs provided and reimbursable costs incurred by the Supplier, against invoices supported by itemized statements and supporting documentation. • The final payment shall be made after submission and approval of the final report and a final statement of expenditure.”]
6.5(b)	The Consultants Account(s): <i>{Consultant to insert Bank Account details for payment}</i>
6.5(c)	Advance Payment: <i>[State whether any advance payment will be made and, if so, the amount of such advance payment and any conditions for its use. Any advance payment must be supported by an Advance Payment Guarantee, as at Appendix D.]</i>
6.6(a)	Payment period: Payments shall be made within 60 days from submission of a correct payment request. <i>[Amend as necessary]</i>
6.6(b)	<p>Payment Documentation: The following documentation shall be required to support request for payment:<i>[List the full requirements for documentation to effect payment e.g.:</i></p> <p>Sample clause for Lump Sum Contracts</p> <p><i>(a) reports or other deliverables</i></p> <p>Sample clause for Time Based Contracts</p> <ul style="list-style-type: none"> (a) timesheets for key Personnel signed by the Procuring Entity; (b) evidence of reimbursable expenditure, including tickets, boarding passes

REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF

PROCUREMENT REFERENCE NO:

Part 3: Contract

GCC reference	Amendment or supplement to the General Conditions of Contract for Services
	and other receipts
6.6(d)	Interest for late payment: <i>[State whether interest will be paid at the rate set by the Central Bank of Nigeria for payments that are delayed by more than fifteen days beyond the due date.]</i>
6.7	Price Adjustment: <i>[State whether any price adjustment will be allowed and, if so, the basis for any such adjustment.]</i>

**REQUEST FOR PROPOSALS DOCUMENT FOR THE SELECTION OF
PROCUREMENT REFERENCE NO:**

PART 1: PROPOSAL PROCEDURES

APPENDICES FOR LUMP SUM CONTRACTS

Appendix A – Statement of Requirements

[Note: This Appendix will include the final Terms of Reference, including the methodology and work plan, worked out by the Procuring Entity and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, Reporting requirements, List format, frequency, and contents of reports; persons to receive them; dates of submission, etc.].

Appendix B - Key Personnel and Sub-Consultants

[Note: List under:

Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work on the provision of consultancy services, indicating whether foreign or Nigerian, number of days allocation, including working hours and holidays and, for foreign Personnel, distinguish between home and field days allocated.

[Describe any intended transfer of knowledge to consultants and other personnel in Nigeria and how this transfer will be achieved].

Appendix C - Breakdown of Contract Price

[Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price:

- 1. Daily/Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenses.*

This appendix will exclusively be used for determining remuneration for additional services].

APPENDICES FOR TIME BASED CONTRACTS

Appendix A – Statement of Requirements

[Note: This Appendix will include the final Terms of Reference, including the methodology and work plan, worked out by the Procuring Entity and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, Reporting requirements, List format, frequency, and contents of reports; persons to receive them; dates of submission, etc.]

Appendix B - Key Personnel and Sub-Consultants

[Note: List under:

Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work on the provision of consultancy services, indicating whether foreign or Nigerian, number of days allocation and, for foreign Personnel, distinguish between home and field days allocated.

[Describe any intended transfer of knowledge to consultants and other personnel in Nigeria and how this transfer will be achieved].

Appendix C - Cost Estimates

[Note: List hereunder cost estimates:

1. (a) Monthly rates for Foreign Personnel (Key Personnel and other Personnel)
- (b) Monthly rates for local Personnel (Key Personnel and other Personnel).
2. Reimbursable expenses (items that are not applicable should be deleted; others may be added):
 - (a) Per diem allowances for each of the Personnel for every day in which such Personnel shall be absent from his home office.
 - (b) Air transport for Foreign Personnel: the cost of international transportation of the foreign Personnel by the most appropriate means of transport and the most direct practicable route to and from the Consultants' home office; in the case of air travel, this shall be by less than first class;
 - (d) Miscellaneous travel expenses: the fixed unit price per round trip for miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc.
 - (e) Other expenses, such as communications, printing, workshop or conference expenses etc.]

Appendix D- Advance Payment Security

[Delete page if no Advance Payment is required in the SCC]

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year)]*
Procurement Reference No: *[insert reference]*

[Issuing bank's letterhead]

Beneficiary: *[insert legal name and address of Procuring Entity]*

ADVANCE PAYMENT GUARANTEE No.:*[insert Advance Payment Guarantee no.]*

We have been informed that *[name of the Consultant]* (hereinafter called "the Consultant") has entered into Contract No..... *[procurement reference number of the Contract]*, dated *[insert day and month]*, *[insert year]* with you, for the execution of*[name of contract and brief description of Consultancy Services/Assignment]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum of*[name of the currency and amount in figures]* ¹(..... *[amount in words]*) is to be made against an advance payment guarantee.

At the request of the *Consultant*, we *[name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[name of the currency and amount in figures]* *(..... *[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the *Consultant* is in breach of its obligation under the Contract because the *Consultant* used the advance payment for purposes other than the costs of mobilization in respect of the *Services/Assignment*.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the *Consultant* on its account number *[Consultant's account number]*. at *[name and address of the Consultant's Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the day of², whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. We agree to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Consultant's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

.....
[Seal of Bank and Signature(s)]

Note –

All italicized text is for guidance in preparing this demand guarantee and shall be deleted from the final document.

¹ *The Issuing Bank shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

2 Insert the expected expiration date of the Time for Completion. The Consultant should note that in the event of an extension of the time for completion of the Contract, the Consultant would need to request an extension of this guarantee from the Issuing Bank. Such request must be in writing and must be made prior to the expiration date established in the guarantee.