



**FEDERAL REPUBLIC OF NIGERIA**

# **STANDARD REQUEST FOR PROPOSALS**

for the

## **Selection of Individual Consultants**

January 2008

## NOTICE TO USERS

The attached Letter of Invitation for proposals from individual consultants and the related contracts (lump-sum and time-based) have been prepared by the [Bureau of Public Procurement] for the recruitment of individual consultants to carry out ;

- (a) services remunerated on a lump-sum contract, the scope and time of which can be determined fairly accurately (simple studies, tasks with a short term duration) and ;
- (b) for activities remunerated on a time-based contract (advice to the Government, technical assistance, training, etc) the duration of which is usually longer-term. Individual consultants are hired where support from a “*home-office*” of a consulting firm is not required.

The RfP is normally issued after a pre-selection process has taken place through advertising in the media (Request for Expressions of Interest – EoI). The EoI process is used to prepare a short list upon careful analysis of the EoI submissions and approval of the short list in accordance with the approval procedures described in the Regulations for the Use of Consultants Services. The short-listed Consultants are then invited to submit a proposal. In the case of the selection of Individual Consultants, the Procuring Entity may also approach possible candidates it has on its roster or through direct contracting when needed for assignments for which the candidate has a unique expertise.

A simple Letter of Invitation is sent to the shortlisted or selected individual consultants considered suitable for the assignment, accompanied by terms of reference, a model curriculum vitae (CV) to list the consultant’s qualifications and experience, a draft letter for the consultant to submit a proposal, an annex to permit the consultant to provide comments on the Terms of Reference, and a draft contract, either for a lump-sum or time-based assignment. Once the Terms of Reference have been agreed by the contracting parties, they will be attached to the Contract as the “*Description of Services*”.

The attached model draft contracts only include the general contract dispositions, which should be adapted as necessary for each contract. The notes in the standard text as well as the footnotes should be deleted from the final text.

### Letter of Invitation

Dear [*insert : Name of Consultant*] :

1. The [*insert: Name of Procuring Agency*] invites proposals for consulting services for the following assignment : [*insert: Name of Project and/or name of consulting assignment*]. The purpose do the assignment is as follows [*insert : short description of objectives and scope of the assignment*].

2. More details on the requested services are provided in the Terms of Reference included in the attached Request for Proposals.

3. The *(insert : Name of Procuring Agency)* will make available the necessary documents and reports and other information concerning this assignment. You may obtain additional information at the following address: *[ insert name of the person of the Procuring Agency responsible for the assignment, address, telephone e-mail address and facsimile numbers]*

5. In the event of a competitive selection : [This Invitation has been addressed to the following short-listed consultants :

*[insert : List of Short-listed Consultants]*

6. A candidate will be selected \on the basis of comparison of individual qualifications (Curriculum Vitae and Experience).

7. The following forms are attached :

(a) Terms of Reference ;

(b) Model of Curriculum Vitae ;

(c) Model of Letter submitting the Proposal ;

(d) Form for Observations of the Consultant on the Terms of Reference ;

(e) Draft Contract, to be completed by the Consultant, including the financial proposal ;

8. Please inform us, upon receipt :

**(a) that you received the letter of invitation ; and**

**(b) whether you will submit a proposal.**

Yours sincerely,

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

## A. TERMS OF REFERENCE

[ The *Terms of Reference* normally contain the following sections :

- (a) *Background,*
- (b) *Objectives,*
- (c) *Scope of the Services,*
- (d) *Training (when appropriate),*
- (e) *Reports and Time Schedule, and*
- (f) *Data, Local Services, Personnel, and Facilities to be provided by the Procuring Entity.]*

## B. FORMAT OF CURRICULUM VITAE (CV)

Name : \_\_\_\_\_

Complete address :

Profession : \_\_

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

Years of professional experience : \_\_

Nationality : \_

Membership in Professional Societies : \_\_\_\_\_

Detailed Tasks Assigned : \_\_

### **Key Qualifications :**

*[Give an outline of your experience and training most pertinent to tasks on assignment. Describe degree of responsibility you held on relevant previous assignments and give dates and locations. One page should be sufficient.]*

### **Education :**

*[Summarize college/university and other specialized education, giving names of schools, dates attended, and degrees obtained. A page or less should be sufficient.]*

### **Employment Record :**

*[Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held,*

*and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]*

**Languages :**

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

**Certification :**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_  
[Signature of consultant ]

Date : \_\_\_\_\_  
Day/Month/Year

Full Name of Candidate :

**C. PROPOSAL**

[Location, Date]

To : [Name and address of Procuring Entity]

Mr/Mrs. :

I, the undersigned, offer to provide the consulting services for [Title of consulting services] in accordance with your Letter of Invitation dated [Date].

My fees are [net of taxes, estimated at..., as applicable]

I hereby submit my Proposal, which includes this Technical and Financial Proposal.

I understand that you are not bound to accept any Proposal you receive.

I remain,

Yours Truly,

Name of the Consultant :

Address :

**D. OBSERVATIONS AND SUGGESTIONS  
OF THE CANDIDATE CONSULTANT ON THE TERMS OF REFERENCE**

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- 1.
- 2.
- 3.
- 4.
- 5.



FEDERAL REPUBLIC OF NIGERIA

# STANDARD CONTRACT

for

## **Individual Consulting Services**

### Lump-Sum Payments

January 2008

**STANDARD CONTRACT FOR  
INDIVIDUAL CONSULTING SERVICES  
Lump-sum payments**

**CONTRACT**

THIS CONTRACT (“*Contract*”) is entered into this [*insert date*] by and between [*insert name of Procuring Entity*] (“*the Client*”) having its principal place of business at [*insert place of business of Procuring Entity*] and [*insert name of consultant*] (“*the Consultant*”) having his principal office located at [*insert principle place of business of the consultant*].

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

WHEREAS, the Consultant is willing to perform these services,

Now THEREFORE THE PARTIES hereby agree as follows :

1. Services :

- (a) 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*”).
- (b) The Consultant shall provide the reports listed in Annex B, “*Consultant’s Reporting Obligations*,” within the time periods listed in such Annex,
- (c) The Lump-sum Amount and Reimbursables are listed in Annex C.

2. Term :

The contract shall come into effect [on the date that the advance payment has been received by the Consultant – as applicable] [on the following date agreed between the Procuring Entity and the Consultant : [*insert date*]]. The Consultant shall perform the Services during the period [*insert period*] or any other period as may be subsequently agreed by the parties in writing.

3. Payment

**A. *Lump-sum Amount and Reimbursables***

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed an amount of [*insert 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 in accordance with the Schedule agreed and specified in Annex C.

**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.

**D. *Payment Conditions***

The Consultant shall receive an Advance Payment of [*insert amount in agreed currency*] to cover travel and subsistence expenses, which shall be subtracted from the reimbursables.

Payments for the services shall be made in [*insert type of currency*] within 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

**4. Project Administration**

**A. *Coordinator***

The Client designates Mr./Mrs. [*insert name*] as the 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. *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. 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. 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. 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.

8. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant 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. The Consultant will be responsible for taking out any appropriate insurance coverage.

10. The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.

11. The Contract shall be governed by the laws of [insert name of the Beneficiary's country], and the language of the Contract shall be [insert language].

12. 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 Client's country [or as otherwise agreed].

13. This contract may be terminated by either party on a 30 day's written notice. During such period, the Consultant shall complete ongoing tasks till the mutually agreed date of termination and the Coordinator shall ensure payment for such tasks and reimbursables – as well as requests for payments already submitted but not yet paid - in accordance with paragraph 3 above.

*For the Client*

*The Consultant*

Signed by \_\_\_\_\_ Signed by \_\_\_\_\_

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

## LIST OF ANNEXES

- Annex A : Terms of Reference and Scope of Services, including Work Program.
- Annex B : Consultant's Reporting Obligations.
- Annex C : Lump-sum Amount and Reimbursables.

### Annex A

#### TERMS OF REFERENCE

#### [Description of Services]

##### *Terms of Reference*

The Terms of Reference normally contain the following sections :

- (a) Background to the Services Required ;
- (b) Objectives of the Services Required ;
- (c) Scope of the Services Required ;
  
- (d) Training (where appropriate) ;
  
- (e) Reports and Time Schedule ;
  
- (f) Data, Local Services, Personnel and Facilities to be provided by the Client ;
  
- (g) Indicative Work Programme and Location(s) of the various Activities to be carried out by the Consultant.

*[The Client should provide in clear terms what is required of the Consultant. The actual requirements will then be discussed and agreed during the Negotiations stage and the final agreed Requirements will be incorporated as Annex A to the Contract Agreement].*

**Activity Schedule**

*Activity (Work)*

*periods*

1st    2nd    3rd    4th    5th    6th    7th    8th    9th    10th    11th    12th

**ANNEX B**  
**CONSULTANTS REPORTING REQUIREMENTS**

<b>Reports</b>	<b>Date</b>
1. Inception Report	
2. Progress Reports	
<i>a)</i> First Progress Report	
<i>b)</i> Second Progress Report	
3. Draft Final Report	
4. Final Report	

**ANNEX C**

REMUNERATION OF THE SERVICES

(1) *Remuneration*

The Lump-sum amount is :

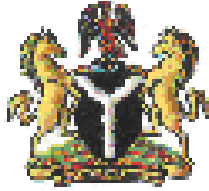
Payment shall be made according to the following schedule :

*(Note : This is a sample payment provision and should be specifically drafted for each contract depending on the type of deliverables).*

- Ten (10) percent of the Contract Price shall be paid on the commencement date.
- Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report.
- Thirty (30) percent of the lump-sum amount shall be paid upon submission of the interim report.
- Forty (40) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- Ten (10) percent of the lump-sum amount shall be paid upon approval of the final report.

(2) *Reimbursables*

	<i>Rate</i>	<i>Units/Days</i>	<i>Total</i>
(a) (International) (Local) Travel + Taxi			
(b) Local Transportation			
(c) Communications			
(c) Per Diem and hotel			
			<i>Sub-total (2)</i>
TOTAL COST			
Physical Contingency (10%)			
CONTRACT AMOUNT .....			



FEDERAL REPUBLIC OF NIGERIA

# STANDARD CONTRACT

for

**Individual Consultanting Services**

Time-Based Payments

January 2008

## CONTRACT

THIS CONTRACT (“*Contract*”) is entered into this [*insert date*] by and between [*insert name of Procuring Entity*] (“*the Client*”) having its principal place of business at [*insert place of business of Procuring Entity*] and [*insert name of consultant*] (“*the Consultant*”) having his principal office located at [*insert principle place of business of the consultant*].

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

WHEREAS , the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows :

1.1 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 Description of Services”).

1.2 The Consultant shall provide the reports listed in Annex B, “Consultant’s Reporting Obligations,” within the time periods listed in such Annex,

1.3 The “Cost Estimate of Services”, is listed in Annex C

2.1 The contract shall come into effect on the date [that the advance payment has been received by the Consultant – as applicable]. The Consultant shall perform the Services during the period commencing [*insert starting date*] and continuing through ...or any other period as may be subsequently agreed by the parties in writing.

3.1 **Ceiling**—For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of [*insert ceiling 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 for the duration of the assignment. 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.

3.2 **Payment**—The Client shall pay the Consultant during the period of employment in the following manner :

(a) Rate on a monthly basis <sup>1</sup> ,

(b) Per day,

(c) Per hour (with a maximum of 8 hours per day) as agreed in Annex C.

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



- (a) 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 ;
- (b) such other expenses as approved in advance by the Client's coordinator.

3.4 (a) Advance payment the Consultant shall receive an Advance Payment of [*insert amount in agreed currency*]to cover travel and subsistence expenses, which shall be subtracted from the reimbursables.

(b) Payments for the services shall be made in [*insert type of currency*] not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4, and on the basis of paragraphs 3.4 (c) and/or paragraph 4.2 (a).

(c) If Payments are made on the basis of reports submitted, payments shall be made as follows : [*insert reference to Annex B*]

**4.1 Coordinator**—The Client designates Mr. [*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.

**4.2 (a) Time-Sheets**—During the assignment under this Contract, the Consultant shall furnish time-sheets detailing the time spent on the assignments or individual parts of it or other documents that register the time allocated to the assignment, including the expenditures incurred, as instructed by the Coordinator.

(b) **Record Keeping**—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.

**5.1** 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.

**6.1** 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.

**7.1** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

**8.1** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant 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. The Consultant will be responsible for taking out any appropriate insurance coverage.

10. The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.

11. The Contract shall be governed by the laws of [insert name of the Beneficiary's country], and the language of the Contract shall be [insert language].

12. 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 Client's country [or as otherwise agreed].

13. This contract may be terminated by either party on a 30 day's written notice. During such period, the Consultant shall complete ongoing tasks till the mutually agreed date of termination and the Coordinator shall ensure payment for such tasks and reimbursables – as well as requests for payments already submitted but not yet paid - in accordance with paragraph 3 above.

*For the Client*

*The Consultant*

*Signed by*

*Signed by*

*Title :*

*Title :*

#### **LIST OF ANNEXES**

Annex A : Terms of Reference and Scope of Services, including Work Program.

Annex B : Consultant's Reporting Obligations.

Annex C : Cost Estimate of Services, and Schedule of Rates.

**Annex A**  
**TERMS OF REFERENCE**  
**Scope of Services**

*Terms of Reference*

**ANNEX C**  
**COST ESTIMATE OF SERVICES**

(1) *Remuneration*

<i>Rate /day in (currency)</i>	<i>Number of Days</i>	<i>Total (currency)</i>
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(2) *Reimbursables*

	<i>Rate</i>	<i>Units/Days</i>	<i>Total</i>
(a) (International) (Local) Travel + Taxi			
(b) Local Transportation			
(c) Communications			
(d) Per Diem and hotel			
			<i>Sub-total (2)</i>

TOTAL COST  
Physical Contingency (10%)  
CONTRACT CEILING .....

### Activity Schedule

*Activity (Work)*

*periods*

1st    2nd    3rd    4th    5th    6th    7th    8th    9th    10th    11th    12th

**ANNEX B**  
**CONSULTANTS REPORTING REQUIREMENTS**

**Reports**

**Date**

1. Inception Report
2. Progress Reports
  - a) First Progress Report
  - b) Second Progress Report, etc
3. Draft Final Report
4. Final Report

ANNEX C

*Remuneration of the Services*

(1) Remuneration

<i>Rate /day in (currency)</i>	<i>Number of Days</i>	<i>Total (currency)</i>
------------------------------------	-----------------------	-------------------------

(2) Reimbursables

	<i>Rate</i>	<i>Units/Days</i>	<i>Total</i>
(a) (International) (Local) Travel + Taxi			
(b) Local Transportation			
(c) Communications			
(d) Per Diem and hotel			
			<i>Sub-total (2)</i>

TOTAL COST  
Physical Contingency (10%)

CONTRACT CEILING .....