



KATSINA STATE GOVERNMENT

KATSINA STATE BUREAU OF PUBLIC PROCUREMENT (KTSBPP)

STANDARD REQUEST FOR PROPOSALS

FOR THE

SELECTION OF INDIVIDUAL CONSULTANTS

For

**MDA's, STATE ASSEMBLY, STATE
JUDICIARY, TERTIARY INSTITUTIONS
OF LEARNING AND LOCAL
GOVERNMENT COUNCILS**

2024

(Earlier edition)

GLOSSARY OF KEY TERMS/WORDS

Accounting Officer: Is the administrative head of a Ministry, Department or Agency of Government (MDA) or Procuring Entity (PE) by any title called. He is the person charged with overall supervision of the conduct of all procurement processes in the procuring entity. Thus, he has the overall responsibility for the planning, organization and execution of all public procurements functions in his PE. He also has the final approving right of expenditure in his MDA. An example is a Permanent Secretary for the Ministries; Director General of an Agency, Managing Director or General Manager of public corporations and such titles designating such officer as the chief executive officer.

Consultancy/ Consulting Services: May mean any one or a combination of the following;

- Advisory and review services
- Pre-investment or feasibility studies
- Design
- Construction and supervision
- Management and related services; or
- Any other technical services or special studies

Financial Proposal: A Standard Form that permits the requested financial information to be presented in a clear, precise and readily available manner and allows the Client to easily understand and evaluate the financial proposals in accordance with the established selection criteria.

Instructions to Consultants (ITC): This provides relevant information to help Consultants to prepare their Proposals. Information is also provided on the submission, opening, and evaluation of Proposals and on the award of Contract.

Least Cost Selection (LCS): The method of procurement of consultancy services where the assignment is routine or standard in nature, and where well-established practices and standards exist such as audits and engineering design of non-complex works.

Lump Sum Contract: Form of Contract normally used when definition of the tasks to be performed is clear and unambiguous, when the commercial risk taken by the Consultants are relatively low, and when therefore such Consultant are prepared to perform the assignment for an agreed predetermined lump-sum price. Such price is arrived at on the basis of inputs - including rates - provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, for example reports.

Procuring Entity: Any public body engaged in procurement, and includes a Ministry, extra Ministerial office, Government Agency, Parasternal, Statutory Corporation, the Legislature or the Judiciary, where the funding is derived from the State appropriation Law or a Local Government Council within Katsina State.

Quality and Cost-Based selection: The method of procurement of consultancy services based on both the quality of the technical proposal and the cost as shown in the financial proposal

Quality-Based Selection: A method of procurement of consultancy services based only on the quality of the technical proposals

Request for Expression of Interest: A call to potential providers of goods and/or consultancy services to register interest in supplying them. Commonly a document describing requirements or specifications and seeking information from potential providers that demonstrate their ability to meet those requirements. The process is used to prepare a short list of consultants and upon careful analysis of the submissions and approval in accordance with the approval procedures described in the Regulations for the Use of Consultants Services, these short-listed Consultants are then invited to submit a proposal.

Request for Proposal (RFP): also known as Letter of Invitation for Proposal (Lol) This letter announces the Proposal, indicates the names of the short-listed Consultants, the method to be followed for selection of the Consultant, the documents included in the RFP, a short description of the Objectives and Scope of the assignment, and invites the shortlisted Consultants to submit a proposal.

Services: This means the rendering by a Contractor of his time, expertise and efforts and includes any objects of procurement other than goods, works or construction.

Special Instructions to Consultants (SIC): This provides for information specific to each object of the procurement of the services and supplements the information or requirements included in the Instructions to Consultants section.

Technical Proposal: A standard form which provides requested technical information to be presented in a clear, precise and readily available manner. The completed forms will indicate details of the Consultant's organization and experience, methodology, work plan, work schedule, team composition, task assignments, and staffing schedule. And would allow the Client to readily understand and evaluate the technical proposals in accordance with the established selection criteria.

Terms of Reference: This defines clearly the Objectives, Goals, and Scope of the assignment, and provides background information to enable the Consultant to prepare the proposal. These terms lists the services and surveys necessary to carry out the assignment and the expected outputs and clearly defines the Client's and Consultants' respective responsibilities.

Time based Contract: Form of Contracts where the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is based on agreed unit rates for Consultant staff multiplied by the actual time spent by the staff in executing the assignment, and reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise Consultants and to be involved in the daily execution of the assignment.

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 [Katsina State Bureau on 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 is usually longer-term. Individual consultants are hired where support from a “home-office” of a consulting firm is not required or activities where:
- (c) teams of personnel are not required,
- (d) no additional outside (home office) professional support is required, and
- (e) the experience and qualifications of the individual are the paramount requirement.

The 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 of doing 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]*
4. In the event of a competitive selection: [This Invitation has been addressed to the following short-listed consultants:

[insert: List of Short-listed Consultants] _____

5. A candidate will be selected on the basis of comparison of individual qualifications (Curriculum Vitae and Experience).
6. The following forms are attached:
 - (a) Terms of Reference;
 - (b) Model of Curriculum Vitae;
 - (c) Model of Letter for 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;
7. 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
(*STATED ABOVE*)**



GOVERNMENT OF KATSINA STATE OF NIGERIA

STANDARD CONTRACT

For

Individual Consulting Services

Lump-Sum Payments

July 2024

**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 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 Consultant.

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 after its expiration, disclose any proprietary or confidential information relating to the Services of this Contract, 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 Katsina State and Nigeria and the language of the Contract shall be English

12. Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to arbitration in accordance with the laws of Nigeria 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 reimbursable — 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

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

ANNEX C

REMUNERATION FOR 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**

	Rate	Units/Days	Total
(a)	(International) (Local)	Travel +Taxi	
(b)	Local Transportation		
(c)	Communications		
(d)	Hotel Accommodation		

Sub-total (2)

TOTAL COST
Physical Contingency (10%)

CONTRACT AMOUNT.....

GOVERNMENT OF KATSINA STATE OF NIGERIA



STANDARD CONTRACT

for

Individual Consulting Services

Time-Based Payments

2024

CONTRACT

THIS CONTRACT () is entered into this [] by and between [insert name of Procuring Entity] (“ ”) 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, “Consultants 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 throughor 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 Consultants 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 1,

(b) Per day,

(e) 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 Consultant.
- 4.2 (a) **Time-Slicers** —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. 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 after its expiration, disclose any proprietary or confidential information relating to the Services of 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 Katsina State and Nigeria and the language of the Contract shall be English
- 12. Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to arbitration in accordance with the laws of Nigeria [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***

Rate	Units/Days	Total
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(a) (International) (Local)
Travel + Taxi

(b) Local
Transportation

(c) Communications

(d) Hotel Accommodation

Sub-total (2)

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 for the 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) Hotel Accommodation			

Sub-total (2)

TOTAL COST

Physical Contingency (10%)

CONTRACT CEILING.....