



SAMPLE REQUEST FOR PROPOSALS FOR INDIVIDUAL CONSULTANTS

PREFACE

1. This "Standard Request for Proposals from Individual Consultants" prepared by the Agriculture Fas Track Fund (AFT) is intended for use by Applicants in the acquisition of the services of individual consultants.
2. The Request for Proposals shall contain: the Letter of Invitation, Instructions to Offers', the Terms of Reference and the Contract Format. Except for the Terms of Reference, which are prepared by the Grant recipient, there are standard documents which are an integral part of the Request for Proposals documents. These include:
 - Instructions to Shortlisted Individual Consultants
 - Section 1 - The Terms of Reference (TOR) (to be prepared by the Grant Recipient); and
 - Section II - The Model Contract to be used for the Assignment.
 - Alternative A – For Contracts of Value < US\$ 50,000
 - Alternative B – For Contract of Value > US\$ 50,000 < US\$ 200,000
3. The Grant Recipient shall utilize these standard documents with the minimum of modifications acceptable to the AFT as necessary to address country and project specific issues.
4. To obtain further information on procurement under AFT-assisted projects contact:

Agriculture Fast Track Coordination Unit
Agriculture and Rural Development Department
African Development Bank (www.afdb.org)
Headquarters – Abidjan (Côte d'Ivoire)
5 Avenue Joseph Anoma
01 B.P. 1387, Abidjan 01
Côte d'Ivoire

SAMPLE REQUEST FOR PROPOSALS FOR INDIVIDUAL CONSULTANTS

Letterhead of Grant Recipient

Date _____

Dear Sir,

SUBJECT : REQUEST FOR PROPOSALS FROM INDIVIDUAL CONSULTANTS INSTRUCTIONS TO SHORTLISTED INDIVIDUAL CONSULTANTS

1. We have the pleasure to inform you that the _____ *(Name of Grant Recipient)* will require the Services of an Individual Consultant Service Provider for the following Assignment: *(Name and Brief Description of the Assignment)*

2. You are hereby requested to prepare and to submit a technical and a financial proposal in writing by _____ *(Hours)* on _____ *(Date)* to the address indicated hereunder.
3. The expected duration of the Assignment is *days/months/years*.
4. In Section I, kindly find the Terms of Reference (TOR) indicating the Scope of the Assignment to be conducted and the Services requested from the short-listed Consultants. You are expected to comment on the TOR for the Assignment, state your relevant experience and provide an updated Curriculum Vita. In addition, you are requested to present your financial proposal containing your fees.
5. The technical proposal to be submitted by the short-listed Individual Consultants will be evaluated on the basis of the following criteria:

• <i>General qualification and suitability for the task to be performed</i>	<i>45%</i>
• <i>Experience in the specific assignment described in the Terms of Reference</i>	<i>40%</i>
• <i>Language proficiency</i>	<i>10%</i>
• <i>Knowledge of the region (country)</i>	<i>5%</i>
6. Only Consultants scoring a technical mark of 70 points or more shall be considered for the Assignment. Consultants shall be ranked and the first ranked on the list shall be selected for the Assignment given that his/her fee rate is within the budget.

7. The Consultant shall be required to meet the cost of any insurance and medical examination or treatment needed by him/her in the course of performing the Services, and therefore an appropriate allowance should be made in the quoted fees to cover these items.
- 8.
9. The Consultant shall be responsible for seeking and obtaining any visas or resident permits that he/she may require carrying out the Services and performing his/her obligations under the Contract. The Grant recipient will, as necessary, assist the Consultant in obtaining such visas and/or permits.
10. If you decide to submit a proposal, it must be received at the place designated hereunder, for receipt of proposals not later than the closing date indicated earlier in this document.
11. Your proposal should be submitted to the following address:

Postal Address:

Telex Number:

Fax Number:

Hand Carry Address:

12. If you are unable to submit a proposal, kindly inform us promptly, by fax or telex.
13. The Ministry would like to thank you in advance for your consideration of this request and we look forward to receiving a proposal from you.
14. Yours faithfully,

Title of Managing Director
Grant Recipient _____

SAMPLE REQUEST FOR PROPOSALS FOR INDIVIDUAL CONSULTANTS

SECTION I

TERMS OF REFERENCE

SECTION II
ALTERNATIVE A – FOR CONTRACTS OF VALUE < US\$ 50,000

MODEL CONTRACT FOR CONSULTANCY SERVICES

[Name of Recipient]
[Address]

To: [Name of Individual Consultant who has won the Contract]
Address: [Address of the Individual Consultant]

Subject: Provision of [specify such as studies, technical assistance, consulting, supervision]
Services

1. The [Name of Grant Recipient] would like to sign this Contract for the provision of [specify such as studies, technical assistance, consulting, supervision] services, in conformity with your technical and financial proposal [number] of.....,[date] attached herewith as Attachment A, for whose procurement you successfully competed and were successful.

CLAUSE 1 - CONTENT AND PROGRESS OF THE ASSIGNMENT

2. The study and its progress will be in accordance with the Terms of Reference (TOR) attached to this Contract as Attachment B.

CLAUSE 2 - AMOUNT OF THE CONTRACT

3. The amount of the Contract [or rate per day and number of days] is fixed at [currency units] and is not subject to revision.

CLAUSE 3 - TIME LIMIT AND SUBMISSION OF REPORTS

4. The time limit for the completion of the services is scheduled for(days, weeks or months) from the date of the approval of this invoice letter by the individual consultant. This approval should take place in the maximum time limit of 14 days from the date of signing of this order/contract.
5. You will submit an edited Inception as well as Interim Report each in 5 copies, as detailed in the TOR to the [name of Grant Recipient] at the end of the field work. It is agreed that the [name of Grant Recipient] will be allowed a maximum of 14 days for the review of this Inception or Interim Report. After that time limit, the Inception or Interim report may be considered as final.
6. Five (5) copies of the Draft Final Report as well as the Final Edited Reports, as required by the TOR, will be submitted to the [name of Grant Recipient] after its review of the Inception or Interim Report, in line with the timelines set in the TOR. At the same time, one copy will be submitted to the AFT Coordination Unit of the African Development Bank for information.

CLAUSE 4 - LIQUADFTED DAMAGES

7. In case of delay beyond the period specified in the Contract, you [name of Individual Consultant] will be subject to a penalty of 1/1000 of the price of the studies per calendar day of delay. However, the ceiling of these penalties is 10% of the total amount of the contract.
8. In case the 10% ceiling is exceeded, the [name of Grant Recipient] reserves the right to terminate this order/contract.

CLAUSE 9 - SCHEDULE OF PAYMENT

9. The amounts which are due will be paid in the following manner:

- ___% at the countersigning of this letter of order, for advance payment [the amount of this advance should in no circumstance exceed 15% of the total amount] and will be subject to submission of an Advance Payment Guarantee covering the whole amount.
- ___% of the amount of the invoice upon receipt and acceptance of the Inception Report
- ___% of the amount of the invoice upon receipt and acceptance of the Interim Report
- ___% of the amount of the invoice upon receipt and acceptance of the Draft Final Report
- 20% of the amount of the invoice upon receipt and acceptance of the Final Report subject to a maximum of 100% of the total payment due.

CLAUSE 10 - REVIEW AND APPROVAL OF THE CONTRACT

10. This document will become effective only after it has been signed by both parties and reviewed and approved by the Agriculture Fast Track Fund of the African Development Bank.

Place Date:

Signed:
[Grant Recipient]

Read and accepted:

For the Individual Consultant

Place Date:.....

Signature.....

(Individual Consultant Service Provider).....

(Printed name)

For the Grant Recipient

Place Date:.....

Signature(s):.....

(Authorized Signatory Representing the Grant Recipient)

.....

Printed name(s)

SECTION II
ALTERNATIVE B – FOR CONTRACTS OF VALUE > US\$ 50,000 < US\$ 200,000

SERVICE CONTRACT

BETWEEN

AND

SERVICE CONTRACT

This Service Contract (hereinafter called "the Contract") is entered into this/her _____ day of _____, 19____ by and between the _____ of the _____ (hereinafter called "**the Client**"), of the one part, and _____, a national of _____, whose address is: _____ (hereinafter called "**the Consultant**"), of the other part.

WITNESSETH THAT:

WHEREAS the Client has determined the need to employ the Consultant as a technical assistant, subject to the terms and conditions hereinafter set forth;

WHEREAS the Consultant represents and affirms that he possesses the requisite sound qualifications, competence, experience, capability and skill to perform the services hereunder and to carry out the duties and responsibilities set out in the present Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

APPOINTMENT

1.1 The Client hereby offers the Consultant, subject to the terms and conditions hereinafter set forth or referred to, and the Consultant hereby accepts, a temporary engagement by the Client as an Individual Consultant and is assigned the duties and responsibilities of

_____.

1.2 The Consultant shall work under the supervision, and in accordance with instructions of, the _____.

1.3 The Consultant shall perform his/her duties at the _____ of the Client in _____, which for the purpose of this/her Contract shall be regarded as his/her duty station. Notwithstanding the foregoing, the Consultant may at any time be required by the Client to work at any other place as the Client may determine.

1.4 The engagement of the services of the Consultant shall be for a period of _____ commencing from the date of assumption of duty.

ARTICLE II

REMUNERATION

- 2.1 For all costs, fees and expenses whatsoever reasonably incurred by the Consultant in performing this/her Contract and in carrying out the Services, the Client will pay the Consultant an amount allowed and specified under Annex B and forming an integral part hereof (herein after called "the Contract Amount").
- 2.2 The Contract Amount shall be paid in the manner set forth in Annex B.
- 2.3 Settlement of the Contract Amount shall be made upon satisfactory performance of the Services hereunder, and upon submission to and acceptance by the Client of accurate and complete accounts, together with satisfactory documentary evidence in support of amounts claimed for payment.

ARTICLE III

VACATION AND SICK LEAVE

- 3.1 During the term of this Contract, the Consultant shall be entitled to vacation leave at the rate of two (2) days per each month of service. Vacation leave shall be taken with the prior authorization of the Client subject to the exigencies of service, which may require that leave be taken by the Consultant during a period designated by the Client.
- 3.2 If the Consultant is incapacitated from the performance of his/her duties by illness or injury or the Consultant's attendance is prevented by public health requirements, sick leave shall be granted in accordance with the following provisions:
 - (i) All sick leave must be approved by the Client;
 - (ii) The Consultant shall be responsible for informing his/her supervisor as soon as possible of absence due to illness or injury. Where practicable, the Consultant shall, before absenting himself, report to a duly qualified medical practitioner, acceptable to the Client.
 - (iii) Except with the approval of the Client, the Consultant may not be granted sick leave for a period of more than two (2) consecutive working days without producing a certificate from a duly qualified medical practitioner, acceptable to the Client, to the effect that the Consultant is unable to perform his/her duties, and stating the nature of the illness and the probable duration of incapacity. Such certificate shall, except in circumstances beyond the control of the Consultant, be produced not later than the end of the third working day following the initial absence from duty of the Consultant;
 - (iv) The Consultant may be required at any time to submit a medical certificate as to his/her condition or to undergo examination by a medical practitioner named by the Client. Further sick leave may be refused or the unused portion withdrawn, if the Client is satisfied that the Consultant is able to return to duty.
 - (v) When sickness of more than three consecutive working days occurs within a period of vacation leave, sick leave may be approved on production of an appropriate medical certificate and/or other satisfactory evidence as required by

the Client. In such circumstances, the Consultant shall submit his/her request for sick leave together with supporting certificate or other evidence as soon as practicable, and in any event immediately on his/her return to duty.

ARTICLE IV

GENERAL OBLIGATIONS OF THE CONSULTANT

4.1 Certificate of Physical and Mental Fitness

The Consultant shall submit to the Client a medical certificate of his/her physical and mental fitness to work and reside in _____.

4.2 Conditions of Service

The Consultant shall carry out his/her duties and responsibilities under this/her Contract diligently and faithfully in accordance with the Terms of Reference herewith attached in Annex A, and shall not engage in any activity which is likely to be incompatible with his/her status as an employee of the Client or with the proper discharge of his/her duties hereunder or which is likely to adversely affect the interests of the Client. The Consultant shall devote his/her entire working time to the services of the Client and shall accord the Client the highest priority in the use of his/her time. Working hours shall be those fixed by the Client. Holidays shall be taken in accordance with the applicable rules and regulations of the Client.

4.3 Conflicting Activities

The Consultant shall not, during the period of the Contract, engage, directly or indirectly, either in his/her own name or in the name of any other person, government or company, in any business, profession or occupation, other than the performance of his/her services hereunder, nor shall he/she hold a controlling financial interest in any business or hold any financial interest in such undertaking if he is likely to be suspected of benefiting therefrom by reason of his/her service with the Client. Subject to any provision contained in this/her Contract, the Consultant shall abide by and be subjected to the Client's rules and regulations relating to staff discipline and civil liability.

4.4 Compliance with Laws

The Consultant shall comply with the internal rules and regulations of the Client and with all applicable laws, rules and regulations of _____.

4.5 Confidentiality

All proprietary rights in data, information and documents produced or obtained under or by virtue of this/her Contract shall vest in the Client. While in the service of the Client and after termination of his/her service, the Consultant shall not disclose, or cause to be disclosed or take any advantage of any data, documents or information that is confidential, and is known to him, or obtained or produced by him, by reason of his/her employment with the Client except as is otherwise authorized in writing by the Client. Without prejudice to the generality of the foregoing:

- (a) the Consultant shall not at any time communicate to any person or entity any confidential information disclosed or entrusted to him for the purposes of his/her services hereunder, nor shall he make public any such information made available to, or obtained by, him without the prior written approval of the Client. Information shall be considered as confidential not only when it is explicitly

classified as such, but also when it can be assumed that the information should be so regarded. Information may, however, be communicated to a third party if such communication is necessary for the performance of the services.

- (b) The Consultant shall in no event make public any confidential information regarding the operations of the Client, unless explicitly permitted by the Client.

4.6 **Sub-contracting**

The Consultant shall not sub-contract any part of the work under this/her Contract without the prior written authorization of the Client.

ARTICLE V **IMMUNITIES, PRIVILEGES, EXEMPTIONS AND FACILITIES**

- 5.1 The Client will use its good offices to ensure that the Consultant will, during his/her period of engagement with the Client, be accorded the immunities, exemptions and privileges normally granted by the Government of _____ to similar experts and Individual Consultants of the Client.
- 5.2 The Client shall provide the Consultant with (a) office accommodation (b) telecommunications facilities (c)_____ (d)_____ in line with the procedures and standards followed by the Client in according such logistical support to its experts and Individual Consultants under similar assignments.

ARTICLE VI **TERMINATION**

This Contract may be terminated by the Client under any of the following circumstances:

- (a) At any time without advance notice in the event of the Consultant being at any time guilty of misconduct or commits a breach of his/her obligations under the Contract;
- (b) At any time by service of no less than fifteen (15) days notice in writing to the Consultant;
- (c) By mutual agreement of the parties to this/her Contract;
- (d) In the event of illness which prevents the Consultant from fulfilling her duties under the Contract, as certified by a qualified physician approved by the Client, as being of such nature as to prevent the Consultant from the timely performance of this Contract; or in the event that the Consultant has been ill for a period exceeding one (1) month.

ARTICLE VII **GENERAL PROVISIONS**

7.1 **Settlement of Disputes**

Any dispute arising out of, or in connection with, this Contract which cannot be amicably settled, shall be decided on by the Permanent Secretary of the Client who shall give his/her decision in writing and mail or otherwise furnish a copy thereof to the Consultant.

7.2 Any decision taken by the Permanent Secretary shall be final and binding on both parties unless an appeal therefrom is lodged with the International Chamber of Commerce in Paris within fifteen (15) days from the date of notification by the Permanent Secretary of his/her decision.

ARTICLE VIII
AMENDMENTS

No changes, modifications or amendments shall be made to this Contract except as may be mutually agreed upon, in writing, by both parties hereto.

ARTICLE IX
NOTICES

Any notice, communication, submission, demand or request given or required to be given by any party under this/her Contract shall be in writing and delivered by hand, mail, cable, telex or telefax to the address set forth below or to such address as either party shall have designated by notice to the other party.

TO THE CLIENT

Mail Address:

Cable :
Telex :
Telefax :

FOR THE CONSULTANT

Mail Address:

ARTICLE X
ENTRY INTO FORCE/EFFECTIVE DATE OF ENGAGEMENT

- 10.1 Following signature by both parties hereto, the present Contract shall enter into force and effect on the date on which the Consultant assumes duty.
- 10.2 Unless otherwise agreed in writing by the Client, the Consultant shall assume duty at _____ not later than _____.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names in two original counterparts in the English language on the date first above written.

FOR THE CLIENT

FOR THE CONSULTANT

Name
Consultant

ANNEX A

TERMS OF REFERENCE

CONTRACT AMOUNT AND METHOD OF PAYMENT

A. Contract Amount

Pursuant to Article II of this Contract, the Client will pay the Consultant in full compensation for all services rendered and for all costs and expenses whatsoever incurred in carrying out the Services and performing the Contract the following remuneration:

B. Method of Payment

The Contract Amount shall be paid in the following manner: