

S. I.

**FEDERAL GOVERNMENT OF NIGERIA**

**PUBLIC PROCUREMENT ACT 2007**

(Act No. 14 of 2007)

**PUBLIC PROCUREMENT REGULATIONS FOR SERVICES**

**In the exercise of powers granted to it under the Public Procurement Act 2007 the Bureau of Public Procurement hereby makes the following Regulations:**

**Commencement**

<b>PART I—GENERAL PROVISIONS</b>		
<b>1.</b>	<b>Citation and application.</b> (1) These Regulations may be cited as the Public Procurement Regulations for Services. (2) These Regulations shall apply to all Procuring/Disposing Entities and Participants in Public Contracts and to all public procurements of Goods and Works except where a waiver is first obtained under the Act.	
<b>2.</b>	(1) These Regulations shall apply to all procurement of services by all Procuring Entities except where a waiver is first obtained under the Act. (2) These Regulations shall not apply to contracts for physical services such as exploratory drilling, surveys, aerial photography, transportation installation, that are provided by a contractor as a complement to a goods and works contract. The Regulations for Goods and Works are applicable in such cases	<b>Section 5(a), PPA, 2007</b>
<b>3.</b>	<b>Revocation of prior directives.</b> These Regulations and the accompanying standard bidding documents supersede all existing procurement regulations, directives, and due process guidelines.	
<b>4.</b>	In these Regulations—  "Accounting Officer" means the administrative head of a procuring entity by whatever title called and/or the person charged with line supervision of the conduct of all procurement processes.  "Approving Authority" means the person charged with overall responsibility for the functioning of a ministry, extra-ministerial department or corporation.  "Bid Security" means a form of security assuring that the bidder shall not withdraw a bid within the period specified for acceptance and shall execute a written contract within the time specified in the bid.  "Debar" means the placing of a firm, company or natural person on a list of person ineligible to participate in any procurement proceedings under this Act.	

“*Certification*” means the approval by the BPP of the process and conduct of public procurement by any procuring entity at any stage.

"**Certificate of No Objection**" means the document evidencing and authenticating that due process and the letters of this Act have been followed in the conduct of a procurement proceeding and allowing for the procuring entity to enter into contract or effect payments to contractors or suppliers from the Treasury.

"**Coercive practice**" means harming or threatening to harm, directly or indirectly, persons or their property with intent to influence the manner of their participation in and/or their appropriate conduct of a procurement process and/ or the execution of a contract;

"**Consulting Services**" means any one or a combination of the following:

- (i) advisory and review services.
- (ii) pre-investment or feasibility studies.
- (iii) design.
- (iv) construction supervision.
- (v) management and related services, and
- (vi) other technical services or special studies.

"**Non-Consulting Services**" means services which will be tendered and contracted on the basis of performance or measurable physical outputs, such as maintenance, facility management, Security, logistical service, etc.

"**Conflict of interest**" means but is not limited to the following for a procurement officer:

- a. where a person is tendering or has a direct or indirect interest in or relationship with a Bidder that is or may be reasonably perceived to be unethical due to that person's influence or ability to affect the procurement process.
- b. where a person receives or benefits by taking personal advantage of an opportunity that properly belongs to the Procuring Entity he represents or the Government.
- c. where a person for his personal benefit discloses to unauthorized persons confidential information belonging to; the Procuring Entity, the Government, or a Bidder.
- d. where a supplier or contractor (or the firm with which it is affiliated) combines the functions of manufacturer or contractor with those of consultant.
- e. where their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother, or Sister of a Spouse their business associates or agents, and firms/organizations in which they have a substantial or controlling interest are participating in a tendering process.

**Conflict of interest means but is not limited to the following for a bidder:**

- i. directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
- ii. receives or has received any direct or indirect subsidy from another Tenderer; or

	<ul style="list-style-type: none"> <li>iii. has the same - representative or ownership as another Tenderer; or</li> <li>iv. has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or</li> <li>v. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or</li> <li>vi. or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or</li> <li>vii. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: <ul style="list-style-type: none"> <li>i. are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or</li> <li>ii. would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.</li> </ul> </li> </ul> <p>Provided that a conflict of interest may not be inferred:</p> <ul style="list-style-type: none"> <li>i. where a supplier/ manufacturer/contractor/consultant's bid is in combination with a firm offering services as a consultant and in its bid is included relevant information about such relationship along with a statement to the effect that it shall limit its role to that of supplier or contractor, and that neither the firm nor its associates and affiliates shall participate in the project in any other capacity.</li> <li>ii. where two or more firms (suppliers, contractors and consultants) with disclosure to the Procuring Entity combine to bid for and/or execute a project which may be a Turnkey or Design and Build contract.</li> </ul> <p><b>"Contract"</b> means an agreement entered in writing between a procuring entity and a contractor, supplier or consultant.</p> <p><b>"Contractor/consultant/supplier/Service provider/"</b> means any potential party to a procurement contract with the procuring entity and includes any corporation, partnership, individual, sole proprietor, joint stock company, joint venture or any other legal entity through which business is conducted.</p> <p><b>Consulting Services"</b> mean any one or a combination of the following:</p> <ul style="list-style-type: none"> <li>(i) advisory and review services.</li> <li>(ii) pre-investment or feasibility studies.</li> <li>(iii) design.</li> </ul>	<p><b>Section 74 of the Finance Act, 2020</b></p>
--	--	---

(iv) construction supervision.

(v) management and related services; and

(vi) other technical services or special studies.

**"Collusive practice"** means a scheme or an arrangement between two or more Bidders with or without the knowledge of the Procuring Entity, including non-disclosure of subsidiary relationships, designed to establish bid prices at artificial, non-competitive levels thereby depriving the Procuring Entity of the benefits of free and open competition.

**"Corruption" or "corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

**"Description of Services"** means the detail of the purpose of the assignment, tasks to be carried under the assignment, and the outputs expected from the assignment.

**"Domestic firms/Tenderer"** means a business or professional organization.

- a. incorporated or otherwise organized in Nigeria, and
- b. having its principal place of business located in Nigeria and
- c. having at least 51% of its equity held by nationals of Nigeria; and
- d. not having its assets controlled by foreign national or organization incorporated or organized outside Nigeria, and
- e. with more than 50% of persons who will perform services under the contract whether employed directly or by a subcontractor being nationals of Nigeria.
- f. Which does not intend to or subcontract 30% percent or more of the value of its contract excluding provisional sums to foreign contractors.
- g. Any other firm outside the foregoing is a foreign firm or Tenderer

**"Direct Labour Account"** means the procurement of civil works by a procuring entity using its own internal personnel, equipment and resources.

**"Excessive Price"** means a monetary value proposed by a bidder for any procurement which is in the estimation of the Bureau unreasonable and injudicious after consideration of the actual value of the item in question plus all reasonable imputations of cost and profit.

**"Fraudulent practice"** means anyone or combined misrepresentation or omission of facts that affects the procurement process or contract execution to the detriment of the Procuring Entity.

**"Goods"** means objects of every kind and description including raw materials, products and equipment and objects in solid, liquid or gaseous form and electricity as well as services incidental to the supply of the goods.

**"Government"** shall mean the Federal Government of Nigeria.

<p><b>"Interim Performance Certificates"</b> means evidence that a contract or supplier has performed its obligations under a procurement contract up to a level stipulated by the contractor but not meaning completion.</p> <p><b>"International Competitive Bidding"</b> means the solicitation of bids from both domestic and foreign consultants.</p> <p><b>"Joint Venture"</b> means an association where all member firms or persons are jointly and severally liable for the entire contract and shall designate one party to act as a leader with authority to bind the joint venture and to sign contract with the Procurement Entity.</p> <p><b>"Margin of Preference"</b> means the extra markup on price allowed by any domestic consultant bidding under International Competitive Bidding without being otherwise disadvantageous to the bid in terms of technical quality;</p> <p><b>"Monetary threshold"</b> means the value limit in Naira set by the Bureau outside of which a procuring entity may not award a procurement contract without prior certification by the Bureau;</p> <p><b>"National Competitive Bidding"</b> means the solicitation of bids from domestic consultants organized, registered, or incorporated to carry on business under Nigeria Law.</p> <p><b>"Negotiation"</b> means discussions to determine the terms and conditions of a contract or procurement.</p> <p><b>"Open Competitive Bidding"</b> means the offer of prices by individuals or firms competing for a contract, privilege or right to supply specified goods, works, construction or services.</p> <p>"Public Procurement" means the acquisition by any means of goods, works or services by the Government."</p> <p><b>"Procurement Proceedings"</b> means the initiation of the process of effecting a procurement up to award of a procurement contract.</p> <p><b>"Procuring Entity"</b> means any public body or Government organ engaged in procurement and includes a Ministry, Extra-Ministerial Department, Government Agency, Parastatal, Corporation, Commission, National Assembly and Judiciary.</p> <p><b>"Relevant Authority"</b> includes Economic and Financial Crimes Commission and Independent Corrupt Practices Commission.</p> <p><b>"Services"</b> "means the work to be performed by the Service Provider/Consultant, as described in the Specifications and Schedule of Activities/Terms of Reference included in the Service Provider's Tender.</p>	<p><b>Section 74 of the Finance Act, 2020</b></p> <p><b>Section 74 of the Finance Act, 2020</b></p>
--	---

	<p>"<b>Solicitation Documents</b>" means the bid solicitation documents or any other documents for solicitation of offers, proposals or quotations.</p> <p>"<b>Subcontractor</b>", means natural person, a legal person or combination of the above to whom any part of the services, goods to be supplied or works to be executed is subcontracted by the supplier or contractor.</p> <p>"<b>Subcontracting Arrangement</b>", includes an arrangement where any part of the consultancy assignment is subcontracted to a natural or legal person or a combination of the two.</p> <p>"<b>Substantially Responsive</b>" means the response to bid solicitations which virtually answers to all the needs of a procuring entity as stipulated in the bid solicitation documents.</p> <p>"<b>Threshold</b>" refers only to the approving and not the actual process of award;</p> <p>"<b>Validity Period</b>" means the period during which a bidder agrees not to increase the cost of its bid or to remove any components of the bid.</p>	
5.	If these Regulations conflict with the Government's obligations under agreements with other countries or international organizations, the provisions under such international agreements shall prevail.	
6.	<p><b>Corrupt, Fraudulent, Collusive, or Coercive Practices.</b></p> <p>(1) Where:</p> <ul style="list-style-type: none"> <li>(a) Procuring Entity establishes the use of corrupt, fraudulent, collusive, or coercive practices of any kind in the procurement process, or</li> <li>(b) the Bureau establishes same during prior review or post review of procurement procedures or procurement audits,</li> </ul> <p>(2) the Procuring Entity shall immediately refer the matter to, or the Bureau shall promptly take up the matter, and will, upon substantiated evidence, direct:</p> <ul style="list-style-type: none"> <li>i. exclusion of the Bidder from further proceedings in the procurement of the contract or reject a proposal for contract award, or</li> <li>ii. Measures to sanction such a firm or individual, including declaring it ineligible, either indefinitely or for a stated period of time, to be awarded public financed contracts.</li> </ul>	
7.	<p><b>Eligibility</b></p> <p>(1) To be eligible to bid for and execute a public procurement contract, every Bidder must:</p> <ul style="list-style-type: none"> <li>(a) have the necessary professional and technical qualifications, managerial competence, qualified personnel, bonafide reputation, financial capability, equipment and other physical facilities (including after sales service, where appropriate) to perform the contract.</li> <li>(b) possess the legal capacity to enter the procurement contract.</li> <li>(c) not be in receivership, insolvent, bankrupt or being wound-up, being suspended, or be the subject of any proceedings of the foregoing.</li> </ul>	<p><b>Section 16 (6), PPA, 2007</b></p>

	<p>(d) have fulfilled all its fiscal obligations and social security contributions, and</p> <p>(e) not have any partner/directors who have been convicted in any country for a criminal offence related to fraudulent or corrupt practices, or criminal misrepresentation or falsification of facts relating to any matter</p> <p>(f) not be declared ineligible for publicly financed contracts subject to paragraph 8 above.</p> <p>(g) deposition in an affidavit accompanying the bid stating whether or not any officer of the relevant committees of the procurement entity or Bureau is a former or present director, shareholder or has any pecuniary interest in the bidder or confirm that all information presented in its bid are true and correct in all particulars.</p>	
<b>8.</b>	<p><b>Government owned enterprises.</b> Nothing in these Regulations shall preclude the participation of government-owned agencies, universities, or research centers from participating in contracts for the procurement of consulting services:</p>	
<b>9.</b>	<p><b>Hire of Government Officials.</b> (1) Persons who are civil/public servants may only participate in or be hired under consulting contracts, either as individuals or as members of a team of consultants, if they are:</p> <p>(a) acting in their capacities as employees of a government-owned agency, university, or research center or;</p> <p>(b) on leave of absence without pay; and</p> <p>(c) where their participation does not cause any conflict-of-interest situation.</p>	
<b>10.</b>	<p><b>Conflict of Interest</b> (1) Where a firm (or the firm with which it is affiliated) combining the functions of consultant with those of contractor or is associated with a manufacturer or is a manufacturer offering services as a consultant and is short-listed by a Procuring Entity for participation in procurement, its proposal shall include relevant information on such relationship along with a statement to the effect that it shall limit its role to that of a consultant, and that neither the firm nor its associates and or affiliates shall participate in the project in any other capacity.</p> <p>(2) Consultants hired to prepare terms of reference for an assignment may not be hired to carry out the assignment itself.</p> <p>(3) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or another Procuring Entity.</p>	Section 16(24) <b>PPA, 2007</b>
<b>11.</b>	<p><b>Unfair Competitive Advantage</b> Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive</p>	

	<p>advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Entity shall indicate in the <b>Data Sheet</b> and make available to all shortlisted Consultants together with this SBD all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>	
12.	<p><b>Fraud and Corruption</b></p> <p>(1) The Bureau of Public Procurement requires compliance with the Bureau of Public Procurement’s Code of Conduct and Anti-Corruption Guidelines and its prevailing sanctions policies and procedures.</p> <p>(2) Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bureau of Public Procurement to inspect all accounts, records, and other documents relating to any shortlisting process, Tender submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bureau of Public Procurement.</p> <p>(3) The Procuring Entity requires the Consultant to disclose any commissions, gratuities, or fees that may have been paid or are to be paid to agents or any other party concerning the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee. Failure to disclose such commissions, gratuities, or fees may result in termination of the Contract and/or sanctions by the Bureau of Public Procurement.</p>	
13.	<p><b>Foreign Tenderers</b></p> <p>(a) Joint Ventures (JVs) are considered foreign tenderers if the individual member firms are not registered in Nigeria or if they are registered in Nigeria and have less than fifty-one (51) percent ownership by Nigerian citizens. The JV shall not subcontract to foreign firms more than ten (10) percent of the contract price, excluding provisional sums.</p> <p>(b) Foreign Tenderers shall source at least forty (40%) percent of their contract inputs (in supplies, local subcontracts, and labor) from citizen suppliers and contractors, and shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified.</p> <p>(c) All foreign Tenderers shall be registered with the relevant Nigerian authority and be issued with a Registration Certificate before they can enter into a public procurement contract in Nigeria. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be allowed to register before such award and signature of the Contract. Application for registration with the relevant Nigerian authority may be accessed from <a href="https://www.bpp.gov.ng/">www.https://www.bpp.gov.ng/</a></p>	
14.	<p><b>Procurement Planning</b></p> <p>(1) All procurements shall be undertaken within the approved budget of the Procuring Entity and be based on a meticulously prepared procurement plan. The Procuring Entity shall prepare an Annual Procurement Plan to be approved by the Accounting Officer.</p>	<p><b>Section 17, 18 &amp; 19 -PPA, 2007</b></p>

	<p>(2) The procurement plan should:</p> <ul style="list-style-type: none"> <li>(a) be closely coordinated with the Budget departments of each Procuring Entity to ensure that the procurement expenditure is provided for in the budget.</li> <li>(b) indicate the appropriate procurement methods for each project to the extent identified and ensure that no contract splitting is carried out.</li> <li>(c) detail the procurement steps and associated expenditure outlays for not less than the first 18 months thereof for projects sufficiently developed and evaluated.</li> <li>(d) detail indicatively the procurement steps and associated expenditure outlays for the remaining period of the contract.</li> <li>(e) provide for grouping of contracts to obtain economies of scale and reduce procurement costs; and</li> <li>(f) be continuously updated as procurement progresses, or new projects are developed in accordance with budgetary provisions.</li> </ul>	
<p><b>15.</b></p>	<p><b>Mandatory associations prohibited.</b>  No Procuring Entity shall require a Tenderer to mandatorily enter a joint venture, subcontracting or other forms of association or cooperation with specific firms whether domestic or otherwise. A procuring entity can however require that a Tenderer indicate its local subcontractors for a procurement activity.</p>	
<p><b>16.</b></p>	<p><b>Mis-procurement</b></p> <p>(1) Whenever it is established that there exists one or a combination of the following instances, i.e.:</p> <ul style="list-style-type: none"> <li>(a) If any part or the whole of a procurement has been carried out by procedures other than approved by the BPP; or</li> <li>(b) if a procurement was not included in the Procurement Plan; or</li> <li>(c) if the terms and conditions of the contract are not satisfactory to BPP; or</li> <li>(d) if the BPP comes to a determination that its certification was issued on the basis of false or misleading information.</li> </ul> <p>(2) The BPP shall declare a mis-procurement and withdraw the certification and or such other approvals as have hitherto given and shall initiate or apply such provisions of the Act as are relevant.</p>	
<p><b>17.</b></p>	<p><b>Confidentiality</b></p> <p>(1) After the opening of bids, no information relating to the examination, clarification and evaluation of bids and</p>	<p><b>Section 32(8), PPA, 2007</b></p>

	<p>recommendations concerning awards shall be disclosed either to any Bidder or to other persons not officially concerned with the procedure; until the award of contract is notified to the successful Bidder.</p> <p>(2) From the time the Tenders are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Tender. Information relating to the evaluation of Tenders and award recommendations shall not be disclosed to the Consultants who submitted the Tenders or to any other party not officially concerned with the process until the Notification of Intention to Award the Contract. An exception to this rule is where the Procuring Entity seeks clarification of the bid from the consultant as part of the evaluation process.</p> <p>(3) Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Tenders or Contract award decisions shall result in the rejection of its Tender and be sanctioned.</p> <p>(4) Bidders shall mark as “CONFIDENTIAL” information in their Tenders that is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.</p>	
18.	<p>The Consultant shall</p> <p>(a) take out and maintain and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage specified in the Contract.</p> <p>(b) at the Procuring Entity’s request, provide evidence to the Procuring Entity that such insurance has been taken out and maintained and that the current premiums, therefore, have been paid. The Consultant shall ensure that such insurance is in place before commencing the Services.</p>	
19.	<p><b>Review by BPP.</b> Subject to thresholds as may be set from time to time by BPP, BPP will review all Federal procurements during the procurement process and prior to contract award to ensure that the procurement process is carried out in accordance with the approved procedures. BPP will also carry out periodic post review of contracts below the prior review thresholds.</p>	Section 16 (1), PPA, 2007
20.	<p><b>Record Keeping</b> The Procuring Entities shall maintain records of each procurement process from the date of advertisement through contract signature and for a minimum of ten (10) years thereafter in such manner and formats as the BPP might prescribe.</p>	Section 38), PPA, 2007
21.	<p><b>Complaints and Appeals</b> (1) Where a Bidder considers that its proposal has not been given appropriate attention and that it has or may suffer undue disadvantage due to a breach of the law, regulation or provisions of the standard Tendering documents in the</p>	Section 54, PPA, 2007

	<p>selection procedure by a Procuring Entity, the Bidder shall submit a complaint in writing not later than 15 working days after it should have become aware of such circumstances or after it receives notification of award. In all cases of complaint against an award decision, the Bidder shall complain no later than 15 days after its notification of award by the Procuring Entity, or 15 days from the date it should have become aware of the circumstance complained about, whichever is earlier.</p> <p>(2) The Bidder shall first submit its complaint to the Accounting Officer of the Procuring Entity undertaking the procurement. The Accounting Officer shall communicate its decision in writing to the Bidder within 15 working days stating what corrective action has or will be taken or if the complaint is rejected, stating the reasons for the rejection.</p> <p>(3) If the Bidder considers that its complaint has not been equitably dealt with or is howsoever dissatisfied with the decision of the Accounting Officer, it shall submit an appeal to the BPP within 10 working days of its receipt of the Accounting Officer’s decision or expiration of 15 days within which Accounting Officer ought to decide his complaints without the bidder receiving the decision in writing. The BPP shall review the case and issue a written declaration within 21 working days stating what corrective action has or will be taken or if the appeal is rejected, stating the reasons for the rejection.</p> <p>(4) If the Bidder is dissatisfied with the decision or the BPP or the BPP fails to decide or communicate its decision to the Bidder within the time provided, the Bidder may appeal to the Federal High Court, or a tribunal set up by the Chief Justice of Nigeria within 30 days after receipt of the decision of the Bureau or expiration of the time within which the Bureau ought to decide its appeal.</p> <p>(5) The following shall not be subject of a complaint or appeal:</p> <ul style="list-style-type: none"> <li>(a) complaints about the choice of the procurement method;</li> <li>(b) complaints about the rejection of all Bidders by the Procuring Entity;</li> <li>(c) complaints about a bid returned unopened because it was received after the submission deadline; and</li> <li>(d) complaints about a bid rejected because it was unsigned and/or not accompanied by a valid bid security, if required, or submitted by a Bidder who was not prequalified.</li> </ul>	<p>S. 73 of the Finance Act, 2020</p>
<b>PART II — INSTITUTIONAL AND REGULATORY FRAMEWORK</b>		
<p><b>22.</b></p>	<p>(1) The procurement function in the Federal Republic of Nigeria (FRN) will be carried out and supervised at three levels:</p> <ul style="list-style-type: none"> <li>(a) National Council on Public Procurement, hereinafter called the Council.</li> <li>(b) Bureau of Public Procurement, hereinafter called the Bureau; and</li> <li>(c) Procuring and Disposal entity, hereinafter called the Procuring Entity.</li> </ul>	
<p><b>23.</b></p>	<p>(1) The Council will be the overall public procurement supervisory body in the FRN. The Council shall consist of:</p> <ul style="list-style-type: none"> <li>(a) the Minister of Finance as Chairman.</li> <li>(b) the Attorney-General and Minister of Justice for the Federation;</li> </ul>	

	<p>(c) the Secretary to the Government of the Federation.</p> <p>(d) the Head of Service of the Federation.</p> <p>(e) the Economic Adviser to the President.</p> <p>(f) six part-time members to represent.</p> <ul style="list-style-type: none"> <li>(i) Nigeria Institute of Purchasing and Supply Management;</li> <li>(ii) Nigeria Bar Association;</li> <li>(iii) Nigeria Association of Chambers of Commerce, Industry, Mines and Agriculture;</li> <li>(iv) Nigeria Society of Engineers;</li> <li>(v) Civil Society.</li> <li>(vi) Media; and</li> </ul> <p>(g) the Director-General of the Bureau who shall be the Secretary of the Council.</p> <p>(2) Notwithstanding the above, the Council may co-opt any person to attend its meetings but the person so co-opted shall not have a casting vote or be counted towards the quorum.</p> <p>(3) The Chairman and other members of the Council shall be appointed by the President.</p> <p>(4) The Council shall:</p> <ul style="list-style-type: none"> <li>(a) consider, approve and amend the monetary and prior review thresholds for the application of the provisions of this Act by procuring entities;</li> <li>(b) consider and approve policies on public procurement;</li> <li>(c) approve the appointment of the Directors of the Bureau;</li> <li>(d) receive and consider for approval, the audited accounts of the Bureau;</li> <li>(e) approve changes in the procurement process to adapt to improvements in modern technology; and</li> <li>(f) give such other directives and perform such other functions as may be necessary to achieve the objectives of the Procurement Act.</li> </ul>	
<p><b>24.</b></p>	<p>(1) The Bureau shall perform the executive functions of regulating the conduct of procurement in the FRN.</p> <p>(2) The Bureau:</p> <ul style="list-style-type: none"> <li>(a) shall be a corporate body with perpetual succession and a common seal;</li> <li>(b) may sue and be sued in its corporate name; and</li> <li>(c) may acquire, hold or dispose of any property, movable or immovable for the purpose of carrying out any of its functions under these Regulations</li> </ul>	
<p><b>25.</b></p>	<p>The Objectives of the Bureau are:</p> <ul style="list-style-type: none"> <li>(a) the harmonization of existing government policies and practices on public procurement and ensuring probity, accountability and transparency in the procurement process;</li> <li>(b) the establishment of pricing standards and benchmarks;</li> <li>(c) ensuring application of fair, competitive, transparent, value-for-money standards and practices for the procurement and disposal of public assets and services; and</li> <li>(d) the attainment of transparency, competitiveness, cost effectiveness and professionalism in the public sector procurement system.</li> </ul>	
<p><b>26.</b></p>	<p>The Bureau shall perform the following functions:</p>	

	<ul style="list-style-type: none"> <li>(a) formulate the general policies and guidelines relating to public sector procurement;</li> <li>(b) publicize and explain the provisions of the Procurement Act;</li> <li>(c) subject to thresholds as may be set by the Council, certify Federal procurement prior to the award of contract;</li> <li>(d) supervise the implementation of established procurement policies;</li> <li>(e) monitor the prices of tendered items and keep a national database of standard prices;</li> <li>(f) publish the details of major contracts in the procurement journal;</li> <li>(g) publish electronic and paper editions of the procurement journal and maintain an archival system for the procurement journal;</li> <li>(h) maintain a national database of the particulars and classifications and categorization of federal contractors and service providers;</li> <li>(i) collate and maintain in an archival system, all federal procurement plans and information;</li> <li>(j) undertake procurement research and surveys;</li> <li>(k) organize training and development programs for procurement professional;</li> <li>(l) periodically review the socio-economic effect of the policies on procurement and advise the Council accordingly;</li> <li>(m) prepare and update standard bidding and contract documents;</li> <li>(n) prevent fraudulent and unfair procurement and where necessary apply administrative sanctions;</li> <li>(o) review the procurement and award of contract procedures of every procuring entity to which these Regulations apply;</li> <li>(p) perform procurement audits and submit such reports to the National Assembly bi-annually;</li> <li>(q) introduce, develop, update and maintain related database and technology;</li> <li>(r) establish a single internet portal that shall serve as a primary and definitive source of all information on government procurement containing and displaying all public sector procurement at all times; and</li> <li>(s) co-ordinate relevant training programs to build institutional capacity.</li> </ul>	
	<p><b>PART III — ORGANIZATION OF PROCUREMENT OPERATIONS</b></p>	
<p><b>27.</b></p>	<ul style="list-style-type: none"> <li>(1) Actual procurement activities will be carried out by the Procuring Entity. A Procuring Entity is a Government Ministry, or a Government Agency where these Regulations are applicable in accordance with Section (1) of these Regulations.</li> <li>(2) The Accounting Officer will be the person responsible for supervision of all procurement activities in the Procuring Entity. The Accounting Officer will establish a Procurement Unit and a Tenders Board for the Procuring Entity.</li> <li>(3) The functions of the Accounting Officer shall be as follows: <ul style="list-style-type: none"> <li>(a) certifying the availability of funds required for procurement;</li> <li>(b) committing of funds prior to contract placement.</li> <li>(c) communicating award decisions.</li> <li>(d) signing contracts.</li> <li>(e) ensuring that the implementation of the awarded contract is in accordance with the terms and the conditions of award;</li> <li>(f) implementing the recommendations of the Bureau;</li> <li>(g) establishment of and appointment of members of the Tender Board;</li> </ul> </li> </ul>	

	<ul style="list-style-type: none"> <li>(h) establishment of a Procurement Management Unit;</li> <li>(i) Establishment of Procurement Planning Committee every year;</li> <li>(j) investigation of a complaint by a bidder; and</li> <li>(k) submission of reports of findings in respect of complaints to the Bureau</li> </ul>	
28.	<p>(1) The Tenders Board will be composed of:</p> <ul style="list-style-type: none"> <li>(a) Accounting Officer (Permanent Secretary or Chief Executive Officer) of the Procuring entity, who will be the Chairman;</li> <li>(b) Heads of Department.</li> </ul> <p>(2) The decisions of the Tender's Boards shall be confirmed respectively by the political heads of the procuring entities, provided that the political heads are not the Chairmen of the Tender's Board.</p> <p>(3) The functions of the Tenders Board shall be to approve:</p> <ul style="list-style-type: none"> <li>(a) procurement plans;</li> <li>(b) Entity's Procurement Manual;</li> <li>(c) prequalification evaluation reports;</li> <li>(d) bid evaluation reports for goods and works;</li> <li>(e) technical evaluation reports for consultant and non-consultant services;</li> <li>(f) negotiated contracts for consultant and non-consultant services;</li> <li>(g) contract variations resulting in price changes; and</li> <li>(h) responses to complaints.</li> </ul>	Section 66 of the Finance Act, 2020
29.	<p>(1) The Procurement Unit shall serve as the Secretariat to the Tenders Board and the Head of the Procurement Unit will be a non-voting member and Secretary of the Tenders Board.</p> <p>(2) The Procurement Unit will have the responsibility of processing all procurement activities including the following:</p> <ul style="list-style-type: none"> <li>(a) submission of the procurement plan prepared by the Procurement Planning Committee to the Tenders Board for approval;</li> <li>(b) preparation of tender notifications and request for expressions of interest;</li> <li>(c) preparation and submission to advertising media the documents for: soliciting quotations, prequalification, bidding and request for proposals;</li> <li>(d) issuing documents for: soliciting quotations, prequalification, bidding and request for proposals;</li> <li>(e) receiving and arranging opening of prequalification documents, bids, quotations and, request for proposals;</li> <li>(f) submission of evaluation reports to the Tenders Board for: prequalification, bids, quotations and consultants' proposals, for approval;</li> <li>(g) submission of quotations for minor value procurements (below Naira 1.0 million) to the Accounting Officer for approval;</li> <li>(h) making arrangements for contract negotiations;</li> <li>(i) making arrangements for contract signing by the Accounting Officer;</li> <li>(j) preparing documentation for submission to the Bureau for approval;</li> <li>(k) preparing responses to complaints for submission to the Tenders Board; for approval;</li> <li>(l) preparation of documentation on complaints for submission to the Bureau;</li> <li>(m) preparation of all data and information required by the Bureau;</li> </ul>	

	any other assignment that will be given by the Accounting Officer that may be necessary to enhance performance of the procurement function.	
	<b>PART IV — PRINCIPLES AND METHODS OF CONSULTANTS SELECTION</b>	
<b>30.</b>	<p>(1) Scope of Consulting Services. Procuring Entities may need consulting services for a variety of needs in engineering, architecture, economics and finance, management of projects and procurement, or a combination thereof. Consulting services may be classified into the following categories:</p> <p>(a) <b>Advisory or Counseling Services</b>, including staffing, training, and institution building, and specific advice on issues and projects;</p> <p>(b) <b>Pre-Investment Studies</b>, including identification, pre-feasibility, and feasibility studies, including regional or sectoral planning, policy and investment priorities;</p> <p>(c) <b>Engineering and Design Studies</b>, to define the scope and design of a project, such as the preparation of drawings, specifications, detailed cost estimates, and complete tender documents for the invitation of bids for construction and/or equipment procurement. In addition, these services may include assistance in the prequalification of contractors, analysis of bids and recommendations on the award of contracts, and drawing up final contract provisions with the selected contractor;</p> <p>(d) <b>Implementation or Supervision Services</b>, to ensure execution of the project per the terms and conditions of the contract, manage expenditure control, and provide certification of materials, quantities, and invoices submitted by the contractors and suppliers. Such services may also include introducing modifications in the design or specifications, as necessary, upon prior agreement with the Procuring Entity or the owner of the project.</p> <p>(e) <b>Project Management</b>, where the Procuring Entity engages a Project Management Consultant to undertake the overall responsibility for planning, design, procurement, construction, and commissioning of a project. The Project Management Consultant acts as the Procuring Entity’s executing arm in all matters connected with the implementation of a project. There is no uniform pattern according to which services under this category are rendered: sometimes a consultant may be engaged to act as the sole project consultant often with vast powers, or an independent consultant may be appointed under a project manager and be entrusted with the discharge of specific tasks.</p> <p>(f) In addition, the Procuring Entity may also need specialist services to assist it in the preparation and appraisal of projects, and the supervision and evaluation of ongoing projects or to provide advice on technical matters.</p>	
<b>31.</b>	<p><b>Types of Consultants.</b></p> <p>(1) Consultants, to who these Regulations apply, may be grouped into one or a combination of the following:</p>	

	<ul style="list-style-type: none"> <li>(a) independent consulting firms (business and/or professional partnerships, private companies or corporations operating internationally or nationally, financial institutions, and procurement agents);</li> <li>(b) autonomous/semi-autonomous government organizations, multilateral agencies, or non-governmental organizations (NGOs);</li> <li>(c) universities/research institutes;</li> <li>(d) consulting firms forming part of, or otherwise affiliated to, or associated with, or owned by contractors or manufacturers; or consulting firms combining the functions of consultants with those of contractors/manufacturers (see paragraphs 4 and 10 on conflicts of interest); and</li> <li>(e) individual consultants.</li> </ul>	
<p><b>32.</b></p>	<p><b>Training and Transfer of Technology.</b></p> <p>(1) If the consulting assignment includes an important component for training or transfer of knowledge, the terms of reference shall indicate the objectives, nature, scope, and goals of the training program, including details on trainers and trainees, skills to be transferred, time frame, and monitoring and evaluation arrangements. The cost for the training program shall be included in the budget for the assignment and the consultant’s contract.</p>	
<p><b>33.</b></p>	<p><b>Criteria for Selection of Consultants.</b></p> <p>(1) Subject to such other regulations as may herein be prescribed by the Bureau:</p> <ul style="list-style-type: none"> <li>(a) Price shall not be the sole criterion for the selection of Bidders for the provision of consulting services;</li> <li>(b) The selection of consultants shall be based on the numerically weighted assessment of the experience, performances, quality of personnel, price, and methodology, such as to rank the Bids from highest to lowest in terms of their calculated ratings. The Bid with the highest calculated rating shall be the “<i>Highest Rated/Evaluated Bid</i>”.</li> </ul>	
<p><b>34.</b></p>	<p><b>Procedure for Consultant Selection</b></p> <p>(1) Every Procuring Entity shall proceed to the selection of consulting firms by conducting activity in the following order:</p> <ul style="list-style-type: none"> <li>(a) Preparation of the Terms of Reference;</li> <li>(b) Preparation of the cost estimate (budget);</li> <li>(c) Determination of the appropriate consultant selection method and the appropriate contract type for the assignment;</li> <li>(d) Preparation and publication of a Request for Expressions of Interest for the consulting assignment if pre-qualification is required;</li> <li>(e) After completion of the analysis of the Expressions of Interest, preparation of a short list of qualified consultants;</li> </ul>	

	<ul style="list-style-type: none"> <li>(f) Preparation of a Standard Bidding Document (SBD) with the selection criteria in the Specific Instructions, and the draft contract, in particular the Special Conditions of the Contract, and issuing the package to the short-listed consultants;</li> <li>(g) Evaluation of the technical proposals;</li> <li>(h) Public opening of the financial proposals;</li> <li>(i) Evaluation of the financial proposals;</li> <li>(j) Selection of the best-ranking proposal based on predetermined criteria disclosed in the bidding documents, followed by negotiations with the selected consultant, and</li> <li>(k) Awarding the contract to the selected consultant and signing it.</li> </ul>	
<p><b>35.</b></p>	<p><b>The Terms of Reference (TOR).</b></p> <ul style="list-style-type: none"> <li>(1) The TOR shall define the work that the consultant is required to perform;</li> <li>(2) Every TOR shall indicate: <ul style="list-style-type: none"> <li>(a) the scope and objective of the project;</li> <li>(b) the relevant background, including available studies, of the project and institutions concerned;</li> <li>(c) the type of services required, and objectives sought;</li> <li>(d) Team composition and minimum qualifications and experience required.</li> <li>(e) the schedules of implementation and expected outputs (periodic reports, documents, expected contents of reports and end products);</li> <li>(f) the scope and nature of the transfer of technology and training, if required;</li> <li>(g) the method of remuneration for the services;</li> <li>(h) the responsibilities of the Procuring Entity (client) and those of the consultant;</li> <li>(i) information on the Procuring Entity’s counterpart staff to be associated with the service and the facilities that will be provided to the consultant;</li> <li>(j) the approximate number of staff months that may be required;</li> <li>(k) an indication if “supplementary work” will be required (such as detailed engineering after the feasibility study, or supervision of implementation after detailed engineering), when continuity is essential. If this possibility is part of the project, the Procuring Entity shall indicate clearly in the SBD</li> </ul> </li> </ul>	

	<p>the scope and requirements for this follow-up assignment. Short-listed consultants shall duly respond to the criteria of this assignment, to arrive at an equitable and transparent selection during proposal evaluation and to enable the Procuring Entity to negotiate a suitable contract for the follow-up assignment with the selected consultant when the situation arises.</p> <p>(l) All other important elements considered necessary to enable the consultant to submit a comprehensive proposal and estimate of the cost.</p>	
<b>36.</b>	<p><b>TOR for Complex assignments.</b></p> <p>TORs for assignments of a complex nature such as might require high technical knowledge and skills, research and innovation to achieve the aims of the assignment may be issued stipulating the allowance for the consultants to propose suitable approaches and methodology to meet the aims of the procuring Entity.</p> <p>TOR for complex works for example will have components addressing bidders Environmental and Social Management Plan and ESHS history that may not be found in other types of TOR.</p>	
<b>37.</b>	<p><b>Preparation of complex TORs.</b></p> <p>Where a Procuring Entity does not have the capacity to prepare the TORs for a complex assignment, it may engage a specialist with the requisite qualifications to prepare such a TOR per the Regulations for Individual Consultants (Section V).</p>	
<b>38.</b>	<p><b>Description of Services.</b></p> <p>The TOR and any modifications agreed upon at the negotiation stage shall constitute the “<i>Description of Services</i>” in the contract between the consultant and the Procuring Entity.</p>	
<b>39.</b>	<p><b>Cost Estimate (Budget).</b></p> <p>(1) The Procuring Entity shall estimate the cost of a proposed consulting assignment, including:</p> <ul style="list-style-type: none"> <li>(a) the estimated resources needed for the assignment (level and type of personnel, realistic staff time, physical outputs, and logistical support, if needed (such as vehicles, office supplies, and computer equipment);</li> <li>(b) cost estimates covering the technical requirements of the TOR to ensure that the financial commitments of the consultants fully reflect their technical proposals, which - if inaccurate - could result in deficient proposal evaluation and contract award, and unsatisfactory contract implementation;</li> <li>(c) costs divided into two separate categories: <ul style="list-style-type: none"> <li>i. remuneration (fees) and;</li> <li>ii. reimbursable cost items (travel and transport, communications, production of reports, office rent, local staff salaries, local taxes, etc.);</li> </ul> </li> </ul>	

	<p>(d) local taxes (indirect and direct) and customs duties on imported equipment and supplies, which shall be identified separately from the base cost.</p>	
<p><b>40.</b></p>	<p><b>Non-Consulting Services Procuring Entity’s Requirements.</b></p> <p>In place of a TOR, the SDB for Non -Consulting services set out in Section VII Procuring Entity’s Requirements.</p> <p>This section comprises of the following;</p> <ul style="list-style-type: none"> <li>a) An Activity Schedule to i) provide sufficient information on the quantities of Services to be performed to enable Tenders to prepare Tenders that address procuring entity needs. ii) itemize in sufficient detail and distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost.</li> <li>b) Provisional Sums indicating estimated cost of specialized services to be carried out, or of special goods to be supplied, by other Service Providers</li> <li>c) Performance Specifications and Drawings; A set of precise and clear specifications that enable Tenderers to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Tenders. Where necessary it will include drawings.</li> <li>d) Appendix A - Description of the Services, providing detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, etc.</li> <li>e) Appendix B - Schedule of Payments and Reporting Requirements, comprising a list of all milestones for payments and the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc.</li> <li>f) Appendix C - Breakdown of Contract Price. This will contain the elements of cost used to arrive at the breakdown of the lump-sum price if a Lum sum Contract and parameter and unit rates for calculating fees if a time-based contract: Additionally, it will contain rates for Equipment Usage or Rental or Personnel (Key Personnel and other Personnel), Reimbursable expenditures. This appendix will exclusively be used for determining remuneration for additional Services.</li> <li>g) Appendix D - Services and Facilities Provided by the Procuring Entity</li> </ul>	
<p><b>41.</b></p>	<p><b>Fundamental Principles</b></p> <ul style="list-style-type: none"> <li>(1) The appropriate methods, procedures and contract award for public procurement of services shall be subject to the prior review thresholds as may be set from time to time by the BPP.</li> <li>(2) Value for money obtained through efficiency, fitness to purpose, fair access to bids and transparency, shall remain the main objective of the Procuring Entity.</li> <li>(3) Contracts shall not be split into smaller units in order to avoid competitive bidding or be distributed among various lots to different bidders to enlarge bidder participation at the cost of lesser economy and efficiency.</li> </ul>	<p>Section 16 (4) <b>PPA, 2007</b></p>

42.	<p><b>Open Competitive Bidding.</b></p> <p>(1) Except as otherwise provided in these Regulations, all Procuring Entities shall use Open Competitive bidding for the procurement of goods and works and related services.</p> <p>(2) Provided that the accounting officer of a procuring entity may submit a request and obtain the approval of the Bureau, where such procuring entity desires to apply any other procurement option prescribed in the Public Procurement Act,</p>	<p>Section 24, PPA, 2007.</p> <p>Section. 69 Finance Act, 2020.</p>
	<p><b>Selection Methods</b></p>	
43.	<p>(1) The Procuring Entity shall use any of the following selection methods:</p> <p><b>Quality and Cost-Based Selection – QCBS</b></p> <p>(a) Selection based on the technical quality with price consideration. Using this method, quality and price factors are combined and weighted in varying proportions depending on the importance of the quality versus price. The weight given to price in the overall ranking of the consultants shall depend on the technical complexity of the assignment and the nature of the project. Careful consideration shall be given to evaluations to assure those price considerations do not compromise quality. Generally, the proportional weights shall be set at 80 points for quality and 20 points for price but could be 70 and 30 points, respectively, for assignments of standard or routine nature, or conversely 90 and 10 points, for assignments where technical quality is of critical importance. Only the technical proposals which have passed the minimum technical mark set in the SBD will proceed to the financial evaluation. The required methodology shall be explained in the SBD.</p> <p><b>Quality Based Selection – QBS: Section 32.</b></p> <p>(b) Selection based solely on the technical quality of proposals, where the degree of technical quality is of paramount importance and decisive for the success of the project.</p> <p><b>Least-Cost Selection – LCS:</b></p> <p>(c) Selection based on the technical quality of comparable smaller and routine assignments, where the qualified lowest financial proposal is selected.</p> <p><b>Fixed Budget Selection – FBS:</b></p> <p>(d) Selection based on a fixed budget, for simple assignments for which the budget is fixed and cannot be increased.</p> <p><b>Consultants Qualification Selection – CQS</b></p> <p>(e) Selection based on the Consultants’ Qualifications, for smaller assignments, where the selection procedure only comprises the comparison of the most appropriate qualification and references. The selected most qualified consulting firm is requested to prepare a technical and financial</p>	<p>Sections 51 of the PPA, 2007</p>

	<p>proposal based on detailed TOR. For this procedure, only a simplified SBD is required.</p> <p><b>Sole-Source Selection (or Direct Contracting) (SSS)</b>  <i>(f)</i> For services, Sole Source Selection is allowed only in exceptional circumstances, subject to BPP prior certification, and generally for small assignments only.</p>	
<b>44.</b>	<p><b>Thresholds for the Selection Method</b>  <i>(1)</i> The selection methods, procedures, and contract award shall be subject to the prior review thresholds as may be set from time to time by the BPP.  <i>(2)</i> The application of selection methods, procedures, and the award of consulting contracts shall be subject to monetary thresholds set by the BPP from time to time.</p>	Section 25(1)
	<b>PART V COMMON ELEMENTS OF THE SELECTION METHODS</b>	
<b>45.</b>	<p><b>Choice of the appropriate selection method.</b>  <i>(1)</i> The Procuring Entity shall determine the appropriate method for selection of consulting firms by reference to the TOR, Procuring Entity Work Requirements in case of Non-Consulting Services and the types of and complexity of tasks to be carried out under the assignment. The need for and timing of consulting services shall be based on the procurement plan, the approved expenditure, and the schedule for implementation of the project.</p>	
<b>46.</b>	In cases of national defence and security, the selection of consultants may be subject to such procedures and considerations as prescribed by the BPP.	
<b>47.</b>	<p><b>Standard Bidding Document</b>  <i>(1)</i> For all selection methods (except CQ and SS, when only a simplified SBD is necessary), the Procuring Entity shall prepare a solicitation documents, using the Standard Bidding Document and contract documents approved by the BPP.</p>	
<b>48.</b>	<p><b>Contents of the SBD.</b>  The applicable Standard bidding Documents for Services shall include and not be limited to;</p> <ul style="list-style-type: none"> <li>a) Standard Bidding Documents for Procurement of Non-Consulting Services (Maintenance Lump-Sum).</li> <li>b) Standard Bidding Documents for Procurement of Non-Consulting Services (Maintenance Time and Materials).</li> <li>c) Standard Bidding Document For other Non-Consulting Service (Generic)</li> <li>d) Standard Bidding Document for Procurement of Consulting Services (Lump Sum and Time Based)</li> </ul>	

- e) The Standard Bidding Documents (Request For Proposals) for Procurement of Consulting Firms Small Assignments (Lump Sum and time Based) second edition 2011 continues to apply to procurement below a threshold set by the Bureau.
- f) The Standard Bidding Documents ( Request for Proposals) for Selection of Individual Consultants( Lump sum and Time Based) second edition 2011 continues to apply to procurement of individual consultants below a threshold set by the Bureau

The Standard Bidding document for services each consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued thereto.

PART 1: Tendering Procedures

- i) Section I-Instructions to Tenderers (ITT) - a standard section comprising the Instructions to Consultants (ITC) on how and when to submit their proposals, complemented by the Specific Instructions elaborating on the standard instructions and indicating the specific requirements for the proposed assignment, including the evaluation criteria;
- ii) Section II-Tender Data Sheet (TDS)
- iii) Section III-Evaluation and Qualification Criteria
- iv) Section IV – Tendering Forms

PART 2: Procuring Entity's Requirements

- v) Section V- Procuring Entity's Requirements

PART 3: Contract

- vi) Section VI- General Conditions of Contract (GCC)
- vii) Section VII- Special Conditions of Contract (SCC)
- viii) Section VIII- Contract Forms

The Standard Bidding Documents for Consulting Services includes the following documents:

Section 1 – Standard Bidding Documents Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Tender (*[select: FTP or STP]*) - Standard Forms

Section 4 - Financial Tender - Standard Forms

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract (*[select: Time-Based or Lump-Sum]*)

The Standard Bidding Documents for Non-Consulting Services includes the Invitation to Tender and the following documents.

Section 1 Instruction to Tenderers

Section 2 Tender Data Sheet

	<p>Section 3 Evaluation and Qualification Criteria</p> <p>Section 4 Tender Forms</p> <p>Section 5 Activity Schedules Performance Specifications and Drawings</p> <p>Section 6 General Conditions of Contract</p> <p>Section 7 Special Conditions of Contract</p> <p>Section 8 Contract Forms</p>	
49.	<p>The Tender shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Form of Tender prepared;</li> <li>(b) Schedules: Schedules or Requirements and priced Activity Schedule completed;</li> <li>(c) Tender Security or Tender-Securing Declaration;</li> <li>(d) Alternative Tender: if permissible;</li> <li>(e) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer;</li> <li>(f) Qualifications: documentary evidence establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;</li> <li>(g) Tenderer's Eligibility: documentary evidence establishing the Tenderer's eligibility to Tender;</li> <li>(h) Conformity: documentary evidence per ITT 18, that the Services conform to the tendering document; and</li> <li>(i) Any other document required in the TDS.</li> </ul>	
50.	<p><b>Cost of Tendering</b></p> <p>(1) The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.</p> <p><b>Language of Tender</b></p> <p>(2) The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.</p>	
51.	<p>(1) Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, and the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.</p> <p>(2) The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.</p>	

<p><b>52.</b></p>	<p>(1) At any time before the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.</p> <p>(2) Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's webpage.</p> <p>(3) To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders.</p>	
<p><b>53.</b></p>	<p><b>Only One Bid</b></p> <p>The Consultant (including the individual members of any Joint Venture) shall submit only one Tender, either in its name or as part of a Joint Venture in another Tender. If a Consultant, including any Joint Venture member, submits or participates in more than one Tender, all such Tenders shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Tender when circumstances justify and if stated in the <b>Data Sheet</b>.</p>	
<p><b>54.</b></p>	<p><b>Modifications to SBD for consulting Services</b></p> <p>Instructions to Consultants, shall not be modified. Any necessary changes, acceptable to the Bureau of Public Procurement, to address specific country and project issues, to supplement, and amend, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only.</p>	
<p><b>55.</b></p>	<p><b>Selection Criteria</b></p> <p>For all selection methods, including CQS and SS, the consultant shall be required to submit both technical and financial proposals.</p>	<p>Section 49 (11), PPA, 2007</p>
<p><b>56.</b></p>	<p><b>Setting the Technical Selection Criteria in the SBD.</b></p> <p>(1) The procuring entity shall base its selection of consultants on the following factors:</p> <ul style="list-style-type: none"> <li>(a) the consultant's professional qualifications, reliability, professional and managerial competence, and relevant experience for the assignment;</li> <li>(b) the effectiveness of the proposal in meeting the needs of the Procuring Entity (thoroughness of the consultant's methodology, approach, and work plan, including its comments on the TOR);</li> <li>(c) the qualifications, relevant experience and expertise of the key staff proposed for the assignment and whether the majority of such staff are drawn from the permanent staff of the consultant;</li> <li>(d) the price of the proposal;</li> <li>(e) for short lists including international consultants: the consideration given by international consultants to the inclusion of domestic consultants in the consulting assignment.</li> <li>(f) Consultants' financial capacity where relevant</li> </ul>	

- (g) Consultants contract management experience and ESHS performance in the past where relevant, particularly as it relates to Non -Consulting Services
- (h) The Procuring Entity shall for all selection methods subject to competition (that is except for CQS and SSS), grade the technical criteria on a scale of 0 to 100 points. This grading scale is detailed in the Specific Instructions of the SBD. A Procuring Entity may adjust the evaluation criterion based on the importance of each criterion for the assignment.

As an example, the following range shall be used for domestic short-lists:

<b>Example</b>			
<b><i>Grading Scale of Technical Quality</i></b>	<b><i>Range</i></b>	<b><i>1</i></b>	<b><i>2</i></b>
Consultants' qualifications and experience relevant to the assignment	5-10 points	10	10
Methodology, Approach (Understanding of the TOR), Work Plan,	20-50 points	50	30
Qualifications of key personnel	30-60 Points	30	55
Transfer of Technology (training) (If asked for in the SBD)	0-10 points	10	5
Total (not to exceed)	100 points	100	100

For shortlists involving international consultants, the scale might be as follows:

<b>Example</b>			
<b><i>Grading Scale of Technical Quality</i></b>	<b><i>Range</i></b>	<b><i>1</i></b>	<b><i>2</i></b>
Consultants' qualifications and experience relevant to the assignment	5-10 points	05	05
Methodology, Approach (Understanding of the TOR), Work Plan,	20-50 points	50	30
Qualifications of key personnel	30-60 points	30	45
Transfer of Technology (training) (If asked for in the SBD)	0-10 points	05	10

	<p>Use of Domestic Consultants                      0-10 points                      10      10</p> <p>Total (not to exceed)                              100 points                      100    100</p>	
<b>57.</b>	<p>The allocation of points to the above factors will differ for the type of assignment. For assignments of detailed engineering and design (example 1), greater weight shall be given to the consultant’s proven experience and past performance, and relatively lesser weight shall be given to key staff because such assignments are mostly carried out at a consultant’s home office. For an assignment for construction supervision and implementation services (example 2), the quality of key staff is much more important, since it has a direct bearing on supervision and management of the works, quality of performance and quality control, as well as the transfer of technology/know-how.</p>	
<b>58.</b>	<p>The Procuring Entity’s Specific Instructions in the SBD may divide the above main criteria into sub-criteria, each of which shall be awarded subpoints, also weighed on a scale of 0 - 100 (e.g., for “methodology and work plan”, the sub-criteria may be “innovation” and “relevance of detail”.) However, the number of sub-criteria should be kept to a minimum (generally not more than three) to avoid that the evaluation becomes too mechanical and a “numbers game”. Sub-criteria are also customary for the proposed key staff (e.g., general qualifications and experience, adequacy for the assignment, leadership role in the area of the assignment, knowledge of the region, language proficiency, etc.).</p>	
<b>59.</b>	<p><b>Types of Consulting Contracts.</b></p> <p>(1) When preparing the SBD, the Procuring Entity shall select the type of contract to be used for the consulting assignment. The Procuring Entity shall select the most appropriate one of the standard forms of contracts for consultants’ services as prepared by the BPP. This is the case also with Non -Consulting Services.</p> <p>(2) These standard forms of contracts shall be as contained in the Standard Bidding Document:</p> <p>(a) Lump Sum Contracts for complex assignments;</p> <p>(b) Lump Sum Contracts for maintenance;</p> <p>(c) Contracts for procurement of services – time and materials</p> <p>(d) Lump Sum Contracts for simple assignments;</p> <p>(e) Time-Based Contracts for complex assignments;</p> <p>(f) Time-Based Contracts for simple assignments;</p> <p>(g) Lump-sum and time-based contracts for individual consultants.</p>	
<b>60.</b>	<p><b>Request for Expressions of Interest to be advertised.</b></p> <p>(1) The Procuring Entity shall advertise requests for “expressions of interest” (EoI) from interested firms in at least two widely distributed publications, the procurement journal, and on the Procuring Entity’s website.</p> <p>(2) To enable the Procuring Entity to evaluate the EoI submissions and draw up a short list, the Request for EoIs shall list explicit criteria of the assignment including:</p>	<p>Sections 44 (a)(b), and 46, PPA, 2007</p>

	<ul style="list-style-type: none"> <li>(a) A statement of the subject and main elements of the assignment and the timeframe for the conduct of the assignment.</li> <li>(b) stipulations for consultants to provide details (technical and financial) of the core business of their organization and years of experience, relevant experience in assignments of similar nature, references that can attest to successful completion, key personnel available for the assignment, and any other information that may show the consultant’s ability to carry out the assignment satisfactorily;</li> <li>(c) the name, telephone, fax number, website, e-mail address, and physical address of the Procuring Entity and the responsible contact person;</li> <li>(d) Stating the time for response to the EoI (not less than 14 days from publication).</li> </ul> <p>(3) The solicitations for National Competitive Tendering shall be advertised on the notice board of the procuring entity, any official websites of the procuring entity; at least two national newspapers, and in the procurement journal not less than four weeks for contracts within the thresholds of the Parastatals and Ministerial Tender's Boards and not less than six weeks for contracts above the threshold of the Ministerial Tenders Board before the deadline for submission of the bids for the goods, works and services.”</p> <p>(4) Bid procedures for International Competitive Tendering shall be the same as for National Competitive Tendering except that bids shall be advertised in at least two national newspapers and one relevant internationally recognized publication, any official website of the procuring entity and Bureau as well as the procurement journal of not more than four weeks for contracts within the thresholds of the Parastatals and Ministerial Tender’s Boards and not more than six weeks for contracts above the threshold of the Ministerial Tenders Board before the deadline for the submission of the bids for the goods, works and services.</p>	
<p><b>61.</b></p>	<ul style="list-style-type: none"> <li>(1) Subject to the provision of SBD, the evaluators of the Technical Tenders shall have no access to the Financial Tenders until the technical evaluation is concluded and the Bureau of Public Procurement issues its “no objection”, if applicable.</li> <li>(2) The Consultant is not permitted to alter or modify its Tender in any way after the Tender submission deadline except as permitted under ITC 12.7. While evaluating the Tenders, the Procuring Entity will conduct the evaluation solely based on the submitted Technical and Financial Tenders.</li> </ul>	
<p><b>62.</b></p>	<p><b>Finality of Shortlists.</b>  A shortlist shall be drawn up only after the deadline for the submissions of EoIs. Once the Procuring Entity has drawn up a shortlist no further application from other firms or individuals shall be considered and the Procuring Entity shall not add or delete names without BPP’s prior approval.</p>	

<p><b>63.</b></p>	<p><b>Joint ventures.</b></p> <p>(1) Consulting Firms may enter into associations with one or more other firms to enhance their technical capacity. Such associations may be either for the long term or a specific assignment.</p> <p>(2) Such associations may take different forms and constitute:</p> <ul style="list-style-type: none"> <li>(a) a Joint Venture, whereby all members are jointly and severally liable for the entire contract, and all members are required to sign the contract with the client; or</li> <li>(b) a Subcontracting Arrangement, whereby the lead firm assumes complete responsibility for and coordination of the intellectual property and related services and signs the contract with the client, while the subcontractor only executes part of the contract assigned to it under specific terms of reference, and for this purpose signs a subcontract with the lead-firm.</li> </ul> <p>(5) After the shortlist is finalized and the SBD is issued, any form of a joint venture, other association, or subcontracting among the short-listed consultants, as well as with non-short-listed consultants, shall be allowed only with the approval of the Procuring Entity, and must be communicated in writing to the Procuring Entity at least 14 days before the Proposal submission date and per the provisions of the SBD.</p> <p>(6) Non-domestic consulting firms may associate with one or more domestic consulting firms. However, no Procuring Entity may stipulate conditions that require mandatory joint ventures or other forms of associations between specific consulting firms. Procuring entities intending joint ventures between non-domestic and domestic consulting firms should include a statement to that effect in the EoI for the assignment.</p>	
<p><b>64.</b></p>	<p><b>Domestic Preference</b></p> <p>(1) In the case of ICT, a margin of preference shall not be allowed unless it is so specified in the Tendering document. A procuring entity shall not subject the items listed below to international competitive tender and hence no margin of preference shall be allowed. The affected items are:</p> <ul style="list-style-type: none"> <li>(a) motor vehicles, plant, and equipment that are assembled in Nigeria;</li> <li>(b) furniture, textiles, foodstuffs, oil and gas, information communication technology, steel, cement, leather agro-processing, sanitary products, and other goods made in Nigeria; or</li> <li>(c) goods manufactured, mined, extracted, or grown in Nigeria</li> </ul>	
<p><b>65.</b></p>	<p><b>Reservations</b></p> <p>A Procuring Entity may reserve a consulting contract below a Monetary threshold set by the Bureau for a specific group of businesses (groups for whom contracts may be reserved may include, Small and Medium Enterprises, Women Enterprises, Youth Enterprises, and Enterprises of persons living with disability, as the case may be). The procuring entity shall ensure that the letter of invitation to express interest specifically indicates so, and if not so stated in the Tender documents, the invitation to tender will be open to all interested service providers. Contracts procured on basis of international competitive tendering shall not be subject to reservations to specific groups.</p>	

<p><b>66.</b></p>	<p><b>Letter of Invitation (LoI) in the SBD</b></p> <p>(1) The Procuring Entity shall ensure that the ‘Letter of Invitation (LoI) includes the following:</p> <ul style="list-style-type: none"> <li>(a) the subject of the assignment;</li> <li>(b) a statement that the financing of the assignment is provided for in the budget of the Procurement Entity;</li> <li>(c) a statement that the LOI is a formal invitation to submit proposals to undertake the assignment;</li> <li>(d) a statement that a consulting firm shall be selected on a competitive basis;</li> <li>(e) the selection method;</li> <li>(f) the details of the Procuring Entity;</li> <li>(g) the names of the short-listed consultants;</li> <li>(h) the list of the documents attached (Instructions to Consultants, TOR, Standard Forms for the technical and financial proposals, and the draft Standard Contract) based on which the proposals shall be formulated;</li> <li>(i) an indication if it is a fixed price consultancy or if the duration of the assignment may be longer than 18 months, and will be subject to price adjustment;</li> <li>(j) the deadline for proposal submission;</li> <li>(k) if the submission procedure will include a pre-proposal meeting;</li> <li>(l) a statement that the invited consultants are requested to respond immediately to the Procuring Entity that they are interested to submit a proposal for the assignment or that they decline.</li> </ul>	<p>Section 46, PPA, 2007</p>
<p><b>67.</b></p>	<p><b>Instructions to Short-listed Consultants (ITC) in the SBD. Section 48.</b></p> <p>(1) All SBDs shall be accompanied by ‘Instructions to Consultants’ (ITC) and associated Specific Instructions which shall:</p> <ul style="list-style-type: none"> <li>(a) define the procedure, place, and period for proposal submission (between 30-90 days depending on complexity);</li> <li>(b) indicate the proposal validity period (normally 60-120 calendar days). It is important to define a realistic validity period to avoid at negotiations the consultant substitutes key staff proposed and evaluated;</li> <li>(c) provide the details needed for responsive proposals, including the evaluation criteria and respective weights of technical and financial proposals;</li> <li>(d) state the minimum technical quality passing score;</li> <li>(e) provide information on the eligibility and association of consulting firms;</li> <li>(f) indicate the language of communication;</li> <li>(g) schedule visits the project site if required;</li> <li>(h) give the date and time of a pre-proposal meeting (in the case of a complex assignment requiring clarifications on site), and</li> <li>(i) explain the procedures for the proposal opening and evaluation, contract negotiations, and contract award, and state clearly that the technical proposal should not contain any information on the financial proposal.</li> </ul>	<p>Section 48, PPA, 2007</p>

<p><b>68.</b></p>	<p><b>Draft Contract to be included in SBD</b>  Procuring Entities shall and adopt the Standard Contracts for consulting services provided by the BPP and attached to SBDs.</p>	<p>Section 48 (1) (xvi), PPA, 2007</p>
<p><b>69.</b></p>	<p><b>Contents of the Standard Contract.</b>  (1) The Standard Contracts shall include the following Clauses:</p> <ul style="list-style-type: none"> <li>(a) <b>General Conditions of Contract</b> between the Procurement Entity and the Consultant, which comprise the standard contract provisions;</li> <li>(b) <b>Special Conditions of Contract</b>, indicating the requirements specific to the implementation of the assignment. Modifications to the General Conditions of the Contract shall only be introduced through the Special Conditions of the Contract. Different forms of contract are explained in Annex 2. In the rare circumstances that the Standard Contract is not applicable, Procuring Entities may use other forms of contract subject to prior approval by the BPP;</li> <li>(c) <b>Contract duration:</b> if a contract is expected to exceed 18 months, a price adjustment formula shall be included in the Special Conditions of contract to adjust the remuneration for foreign and/or local inflation. If a price adjustment is indicated in the Specific Instructions of the ITC, it shall not be part of the financial evaluation.</li> <li>(d) Clear payment provisions, which shall be agreed upon during contract negotiations. Payments may be on a lump sum basis (lump-sum contracts based on outputs) or monthly (“<i>time-based</i>” contracts based on actual time spent but limited to a ceiling, which is the contract price); <ul style="list-style-type: none"> <li>i. Design and Detailed Engineering shall normally be remunerated on a lump sum basis.</li> <li>ii. Supervision services are time-based contracts.</li> </ul> </li> <li>(e) Mobilization fees: Such advances shall not exceed 30% of the contract value for national consultants and 10% for foreign consultants. In all cases, advances shall be covered by a bank guarantee acceptable to the Procuring Entity. The mechanism for the recovery of the advance shall be spelled out in the contract.</li> <li>(f) Elaborate provisions on dispute resolution through the use of an adjudicator and arbitration.</li> </ul>	
<p><b>70.</b></p>	<p><b>Cost estimate of the assignment.</b>  Except in the case of the Fixed Budget selection method, the SBD does not provide the estimated budget cost, only the estimated input of professional staff time. However, the Procuring Entity shall always prepare its detailed cost estimate for the assignment, considering the estimated staff time and prevailing market rates for consultants, and the likely reimbursable costs such as travel, per diem, office rent, communication costs, computer costs, report production, printing and dissemination, and insurance. It will need this cost estimate to make budgetary provisions and to determine when a proposal prize is abnormally low or abnormally high. Consultants shall be free to submit their estimates.</p>	

<p><b>71.</b></p>	<p><b>Procedure for the Rejection of Proposals.</b></p> <p>(1) Procuring entities may reject all proposals submitted by consultants on the grounds of being non-responsive if:</p> <ul style="list-style-type: none"> <li>(a) None of the proposals meet the objectives of the TOR. In this case, the Procuring Entity shall improve the clarity of the TOR and issue new requests for proposals to the same firms or a newly drawn-up shortlist.</li> <li>(b) All proposals are below the minimum qualifying mark for technical quality. In this case, the EoI shall be re-advertised and a new shortlist of consultants other than had earlier responded shall be compiled.</li> <li>(c) All financial proposals substantially exceed the budget estimate. In such cases, the Procuring Entities increase the budget if it is determined that the costs estimates were too low, scale down the scope of the services requested, or cancel the assignment altogether if it is not uneconomical to continue.</li> </ul> <p>(2) In all cases where all proposals are subject to rejection, the Procuring Entity shall first obtain approval of the BPP and thereafter inform the competing consultants accordingly.</p>	
<p><b>72.</b></p>	<p><b>Only one Proposal was Received.</b></p> <p>If only one firm has responded or remains the only responsive firm among the proposals received whether or not there has been pre-qualification, it may still be considered that a competitive procedure has taken place. The Procuring Entity may evaluate the sole consultant's proposals, and, if satisfactory, invite it for contract negotiations, or continue with the one remaining candidate to negotiations and contract award.</p>	
<p><b>73.</b></p>	<p><b>Abnormally Low / Abnormally High Proposals</b></p> <p>(1) In the event of identification of a potentially Abnormally Low Proposal by the evaluation committee, the Procuring Entity shall apply the procedure set out in the Standard Tendering Document.</p> <p>(2) In the event of identification of a potentially Abnormally High Proposal by the evaluation committee, the Procuring Entity shall apply the procedure set out in the Standard Tendering Document</p>	
<p><b>74.</b></p>	<p><b>Unbalanced and/or Front-Loaded Tender Proposal</b></p> <p>If in the Procuring Entity's opinion, the Tender/proposal that is evaluated as the lowest evaluated price is seriously unbalanced and/or front-loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule, and any other requirements of the Tender document.</p> <p>After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:</p> <ul style="list-style-type: none"> <li>a) Accept the Tender/proposal; or</li> <li>b) Require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding thirty (30) percent of the Contract Price; or</li> </ul>	

	<p>c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or</p> <p>d) reject the Tender/proposal.</p>	
<b>75.</b>	<p><b>Insufficient Competition.</b></p> <p>If no responses are received within the proposal submission period stipulated in the SBD, the Procuring Entity shall review the possible causes, and reformulate the SBD, including the estimated staff time, or draw up a new shortlist, or both, and recommence the procedure. If the procedure is subject to prior review, the Procuring Entity shall do so after certification by the BPP. If, after a second call, there is still no response, the Procuring Entity may seek BPP approval to undertake direct contracting of a qualified firm, based on the original or revised SBD whichever is found to be necessary and submission of satisfactory technical and financial proposals.</p>	
	<p><b>PART VI</b></p> <p><b>PROCEDURES FOR PROPOSAL PREPARATION, SUBMISSION, OPENING, EVALUATION, NEGOTIATION, AWARD, AND CONTRACT SIGNATURE WITH FIRMS</b></p>	
<b>76.</b>	<p><b>Preparation and Submission of the Proposals</b></p> <p>Procuring Entities shall allow sufficient time for consultants to submit their proposals in response to the SBD. Depending on the complexity of the assignment, the period for submission shall not be less than 30 and no more than 90 calendar days. Any proposal received after the closing time for the submission of proposals shall be returned unopened.</p>	S. 48 (1)-(3)
<b>77.</b>	<p><b>Requests for clarifications by short-listed candidates before submission</b></p> <p>(1) Up to 14 days before the proposal submission date, shortlisted candidates may request clarifications in writing (facsimile or electronic mail) on any of the SBD documents. The Procuring Entity shall respond to such requests, without identifying the source, within 7 working days by a similar method, and simultaneously copy the clarification to the shortlisted consultants.</p> <p>(2) Procuring Entities shall refrain from communicating with prospective candidates after the publication of the SBD other than as provided for in the Regulations under this paragraph or the event of pre-proposal meetings.</p>	Section 47 (1)
<b>78.</b>	<p><b>Pre-proposal Meeting. Section 47(4).</b></p> <p>For consulting contracts, a pre-proposal meeting may be arranged whereby potential candidate consultants meet with the representatives of the Procuring Entity to seek clarifications. Minutes of the meeting shall be provided to all prospective candidates (including those who did not attend) and be duly recorded in the records of the Procuring Entity. Any additional information, clarification, correction of errors, or modifications of the SBD shall be sent to each shortlisted candidate in sufficient time before the proposal submission deadline to enable candidates to take appropriate action. If necessary, the Procuring Entity shall extend the submission deadline.</p>	s. 47(4), PPA, 2007

79.	<p><b>Modification of the SBD by the Procuring entity</b>  <i>(1)</i> If needed or for purposes of the Procuring entity, the Procuring Entity may modify the SBD by issuing an addendum up to 14 days before the submission deadline. The Procuring Entity may extend the deadline for proposal submission, and if the procedure is subject to prior review by the BPP, do so with the prior concurrence of the BPP.</p> <p><b>Proposal modification or withdrawal by the short-listed candidate</b>  <i>(2)</i> A candidate may modify or withdraw the proposal before the submission deadline per the provisions in the SBD.</p>	<p>S. 47(2); 49(4), PPA, 2007</p> <p>S. 49(4) PPA, 2007</p>
80.	<p><b>Currency</b></p> <p>Consultant may subject to the provisions of the SBD and where there are foreign inputs, express the price for the foreign component of the inputs in any fully convertible currency, singly or in a combination of up to three convertible foreign currencies, provided that it is all converted to naira in accordance with exchange rate stipulations in the bidding documents.</p>	<p>Section 46 PPA, 2007</p>
81.	<p><b>Validity of Proposals. Section 48(1).</b></p> <p>Consultants shall be required to submit proposals valid for a period specified in the SBD, sufficient to enable the Procuring Entity to complete the comparison and evaluation of proposals and obtain the necessary approvals from BPP if required so that the award of contract can be affected within that period. The validity period should normally be from a minimum of 60 to 120 days from proposal submission through evaluation, contract award, and signature, depending on the complexity of the proposal.</p>	<p>Section 48(1) PPA, 2007</p>
82.	<p><b>Extension of Validity of Tenders/proposals</b></p> <p><i>(1)</i> If an extension of proposal validity becomes necessary due to unforeseen difficulties in the proposal evaluation and award process, the Procuring Entity shall request the candidates in writing for their agreement before the expiration of the validity period stated in the Standard Bidding Document. The extension shall be for the minimum period required to complete the evaluation, obtain the necessary approvals and award the contract. If additional extensions are needed, prior no-objection of the BPP shall be requested stating the reasons for the requested extension.</p> <p><i>(2)</i> Whenever an extension of the proposal validity period is requested, candidates shall not be asked or permitted to change the quoted (base) price or other conditions of their proposal.</p>	<p>Section 29 PPA, 2007</p>
83.	<p><b>Procedures for Submission</b></p> <p><i>(1)</i> The procedures for the submission of proposals are described in the SBD. Proposals shall be:</p> <ul style="list-style-type: none"> <li><i>(a)</i> properly identified by the candidates in order not to be mistaken with proposals for other assignments;</li> <li><i>(b)</i> signed by a legal person who is authorized to bind the firm, and;</li> <li><i>(c)</i> technical and financial bids shall be delivered simultaneously at the location indicated in the SBD, in two separate sealed envelopes, enclosed inside a third sealed envelope, and no later than at the stipulated time.</li> <li><i>(d)</i> No amendment to either proposal shall be admitted thereafter.</li> </ul>	<p>Section 48 (1) &amp; (2) PPA, 2007</p>

	<p>(2) The Procuring Entity shall register the proposals received, issue a receipt for them, and verify that each proposal contains the technical and financial proposals in sealed envelopes. It will place them in a tamper-proof location. Proposals received after the deadline shall be returned unopened to the consultant. Proposal opening shall start immediately following proposal submission or if held at a different location, only with the difference of time needed to transport the proposals to the opening location.</p> <p>(3) Proposal submission may be by electronic means. In all such cases the Tenderer shall comply with stipulations of the bidding documents on bid preparation, e-submission, e-opening and other electronic processes.</p>	
<b>84.</b>	<p><b>Appointment or Evaluation Committee(s)</b></p> <p>(1) No later than two weeks before the proposal submission date, the Procuring Entity shall constitute an evaluation committee of at least 3 experts in the subject of the assignment, headed by a chairperson, to carry out the technical and financial proposal evaluation. The Procuring Entity shall ensure that the members of the evaluation committee possess the necessary technical and financial competence to evaluate the proposals and include the person who drafted the TOR and the selection criteria for the SBD<sup>2</sup>.</p> <p>(2) The technical and evaluation committees may consist of the same members or be supplemented by professionals specialized in each field of evaluation. At least a week before the evaluation starts, the team members shall meet to familiarize themselves with the background documentation and the evaluation procedures. If the Procuring Entity does not possess qualified evaluation staff, it should consider appointing independent experts from other Procuring Entities or hiring individual consultants. For evaluation, the Procuring Entity shall use BPP’s Standard Consultants Proposal Evaluation Report.</p>	Section 21(f)
<b>85.</b>	<p><b>Confidentiality of the Evaluation and Selection Procedure</b></p> <p>The Procuring Entity shall ensure that throughout the evaluation procedure, information on evaluation results and recommendations shall not be disclosed to anyone but those officially concerned until the successful consultant is notified of the contract award.</p>	Section 52(4)
<b>86.</b>	<p><b>Proposal Opening</b></p> <p>Immediately following the deadline for the submission of proposals, the Procuring Entity shall first open the technical proposals. The Procuring Entity shall prepare minutes of the technical proposal opening for its record and sends a copy to the BPP. The Procuring Entity shall ensure that the financial proposals remain sealed and deposited in a safe box with the Procuring Entity’s designated authority and that no one has access to the financial proposals until their public opening. The proposal opening procedure is the same for QCBS, LCS, FBS, and QBS only as far as the technical proposals are concerned.</p>	Section 48 (4) & (5), PPA, 2007

<p><b>87.</b></p>	<p>(1) The Procuring Entity’s evaluation committee shall conduct the opening of the Technical Tenders in the presence of the shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the <b>Data Sheet</b>). The opening date, time, and address are stated in the <b>Data Sheet</b>. The envelopes with the Financial Tender shall remain sealed and shall be securely stored with an independent authority or public auditor until they are opened per the SBD.</p> <p>(2) At the opening of the Technical Tenders, the following shall be read out: (i) the name and the country of the Consultant or, in the case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Tender; (iii) any modifications to the Tender submitted before Tender submission deadline; and (iv) any other information deemed appropriate or as indicated in the <b>Data Sheet</b>.</p> <p>(3) The Procuring Entity’s evaluation committee shall evaluate the Technical Tenders based on their responsiveness to the Terms of Reference and the SBD, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Tender will be given a technical score. A Tender shall be rejected at this stage if it does not respond to important aspects of the SBD or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>	
	<p><b>A. EVALUATION PROCEDURE FOR THE QUALITY AND COST-BASED SELECTION (QCBS)</b></p>	
<p><b>88.</b></p>	<p><b>Preliminary Examination</b>  The technical evaluation committee shall first carry out a preliminary evaluation to determine if the technical proposals are substantially responsive i.e. by assuring that the technical proposal has been properly signed, responds to the terms of reference, responds to all components of the TOR, the Curriculum Vitae of key staff included with the original copy have been signed by the individuals and they are initialed by the consulting firm, and lastly that the technical proposal is generally in good order.</p>	
<p><b>89.</b></p>	<p><b>Rejection on grounds of major deviation.</b>  (1) If upon opening a technical proposal a major deviation is found, the technical proposal concerned will not be further evaluated and shall be marked ‘rejected’ and a statement to that effect made in the technical evaluation report. A major deviation would have occurred if any one or more of the following situations arise, <i>i.e.</i></p> <p style="padding-left: 40px;">(a) if the original copy of the proposal has not been signed;  (b) the CVs in the original copy has not been signed by the firm and the individual;  (c) the proposal does not respond to the Terms of Reference.</p>	
<p><b>90.</b></p>	<p><b>Procuring Entity may request clarifications after the submission of proposals.</b>  If a Procuring Entity deems it necessary to seek clarifications from a candidate after the technical proposal opening, candidates shall not be asked to alter their proposals, or to change the substance of their technical proposals. A Procuring Entity may need to ask for clarifications, for example if some pages of supporting information (CVs) are not initialed, if required in the SBD, or if the candidate has</p>	

	not sent the required number of copies or omitted a form. Requests for clarification and the candidates' responses shall be made in writing and any discrepancies noted shall be recorded in the technical evaluation report.	
91.	<p><b>Detailed technical evaluation.</b></p> <p>The evaluation committee's team leader prepares a table in the form of a matrix with rows representing the technical selection criteria to measure the strengths and weaknesses of each technical proposal using the points attributed to each criterion in the SBD. The committee members then review the firm's relevant experience for the assignment, the firm's proficiency supported by written references of successful completion of similar assignments, the proposed methodology and work plan, the qualifications and proficiency of key staff and their curricula vitae, which it may wish to verify for accuracy and completeness. Each committee member shall award scores to each technical criterion stated in the matrix per the points given in the SBD, rank the candidate's technical proposal, and initial the individual evaluation sheet. Then the committee as a whole shall review the individual scores and agree on the ranking of each candidate per the scores obtained. Major differences in the individual scores should be discussed and ironed out. The committee team leader then calculates the average of the individual scores for each criterion and prepares the combined technical evaluation and ranking sheet. After verification by the committee members, each member initials the combined evaluation sheet.</p>	
92.	<p><b>Technical Evaluation Report.</b></p> <p>The committee shall prepare a Technical Evaluation Report describing the evaluation procedure and attach the minutes of the opening of the technical proposals, as well as the individual and combined evaluation sheets. The Report is submitted to the designated authority of the Procuring Entity for approval. If the assignment is subject to a monetary threshold, the Report shall be submitted to the BPP with a recommendation for "No Objection". After approval of the Technical Evaluation Report by the relevant Approving Authority, the technical ratings cannot be changed.</p> <p>The evaluation report for every project shall be in accordance with templates issued from time to time by the BPP.</p>	
93.	<p><b>Proposals not meeting the qualifying technical mark. Section 53 (1) (iii).</b></p> <p>Only the proposals of the candidates that pass the minimum technical qualifying mark will move on to the financial evaluation. All proposals falling below the qualifying mark or not responsive shall be eliminated and not given further consideration.</p>	Section 53(1)(iii)
94.	<p><b>Financial proposals of unsuccessful technical proposals.</b></p> <p>Not later than 14 days after the approval/No Objection of the technical evaluation report, the Procuring Entity shall advise the unsuccessful candidates in writing of the decision and simultaneously return their financial proposals unopened.</p> <p>(I) After the technical evaluation is completed and the Bureau of Public Procurement has issued its no objection (if applicable), the Procuring Entity shall notify those Consultants whose Tenders were considered non-responsive to the SBD and TOR or did not meet the minimum qualifying technical score, advising them of the following:</p> <p>(a) their Tender was not responsive to the SBD and TOR or did not meet the minimum qualifying technical score;</p>	

	<ul style="list-style-type: none"> <li>(b) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;</li> <li>(c) their Financial Tenders will be returned unopened after completing the selection process and Contract signing; and</li> <li>(d) the date, time, and location of the public opening of the Financial Tenders and invite them to attend.</li> </ul>	
95.	<p><b>Financial proposals of successful technical proposals.</b></p> <p>(1) The Procuring Entity shall simultaneously notify in writing those Consultants whose Tenders were considered responsive to the SBD and TOR, and that have achieved the minimum qualifying technical score, advising them of the following:</p> <ul style="list-style-type: none"> <li>(a) their Tender was responsive to the SBD and TOR and met the minimum qualifying technical score;</li> <li>(b) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;</li> <li>(c) their Financial Tender will be opened at the public opening of Financial Tenders; and</li> <li>(d) the date, time, and location of the public opening and invite them to the opening of the Financial Tenders.</li> </ul>	
96.	<p><b>Invitation for the public opening of the financial proposals.</b></p> <p>(1) The opening of the financial proposals shall be held not later than <i>14 days after the technical evaluation</i> is approved by the Tenders Board or the receipt of the BPP’s No Objection. The Procuring Entity shall advise the successful consultants of the date and venue of the public opening of the financial proposals and invite them to attend or send representatives.</p> <p>(2) The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation.</p> <p>(3) The Financial Tenders shall be opened publicly by the Procuring Entity’s evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the <b>Data Sheet</b>. Alternatively, a notice of the public opening of Financial Tenders may be published on the Procuring Entity’s website, if available.</p>	
97.	<p><b>Opening of the Financial Proposals.</b></p> <p>(1) The Procuring Entity shall appoint the same or a different evaluation committee with qualified professionals to evaluate the financial proposals.</p> <p>(2) The Procuring Entity shall proceed to the public opening of the financial proposals by:</p> <ul style="list-style-type: none"> <li>(a) allowing participating consultants to verify that the sealed financial envelopes have not been tampered with;</li> </ul>	

	<p>(b) At the opening, the names of the Consultants, and the overall technical scores, including the breakdown by criterion, shall be read aloud. The Financial Tenders will then be inspected to confirm that they have remained sealed and unopened. These Financial Tenders shall then be opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Tenders and to the Bureau of Public Procurement.</p> <p>(c) Ensuring that attendees representing the candidates sign the register of the public opening</p>	
<b>98.</b>	<p><b>Minutes</b> The proceedings of the financial opening are recorded in minutes, which shall be sent to the candidates and published on the Procuring Entity's website and the Procurement Journal. A copy is sent to the BPP for information, and later on, attached to the Financial Evaluation Report.</p>	S. 51(5), PPA, 2007
<b>99.</b>	<p><b>Preliminary examination of the financial.</b> The financial evaluation committee shall first verify if the proposals contain the required financial forms and if the financial proposal forms are signed. If the submission form is not present or has not been signed, the proposal shall be rejected.</p>	
<b>100.</b>	<p><b>Detailed Evaluation of financial proposals.</b> The evaluation committee then proceeds to verify:</p> <p>(a) If the proposals contain any arithmetical errors, correct them, and convey them to the candidates concerned for review and agreement. If a candidate does not accept the correction, the proposal shall be rejected;</p> <p>(b) That the financial strength of the firm and its working capital are adequate to carry out the assignment. To compare the cost of the proposals, corrected as the case may be, the costs shall be converted into Naira at the medium exchange rate quoted by the Central Bank of Nigeria at the date indicated in the Specific Instructions of the SBD;</p> <p>(c) That the consultants' proposed payment terms, required mobilization fee, and other terms agree to the draft Special Conditions of Contract which is attached to the SBD.</p>	
<b>101.</b>	<p><b>Local Taxes.</b> Financial proposals shall generally consist of two components:</p> <p>(a) the consultants' fees, and</p> <p>(b) its reimbursable expenses such as travel, office renting and supplies, translation, report printing, and secretarial services. Where the SBD requires that the Consultants separately identify any foreign or local taxes (indirect and direct) and customs duties on imported equipment and supplies, these costs shall not be considered in the financial evaluation because they are difficult to specify, may be different from consultant to consultant, and would, therefore, distort the comparability of the proposals.</p>	

<p><b>102.</b></p>	<p><b>Financial proposals to cover technical proposals.</b></p> <p>(1) The committee shall verify that the financial proposal covers all elements of the technical proposal (in particular the staff time needed to bring the assignment to a successful completion) particularly to ensure that the financial proposal adequately reflects the technical commitments and output of the consultant.</p> <p>(2) If some technical inputs are not costed or the staff time needed to carry out the assignment is underestimated to favor the proposal's financial rating, the committee shall adjust the cost of the proposal, using the cost elements of the proposal concerned or an average cost of the same elements of other proposals. Such adjustments, as well as any arithmetical corrections, shall be explained in the committee's financial evaluation report. If training and transfer of technology are included in the TOR, the committee shall verify if sufficient funds have been budgeted in the proposals.</p>	
<p><b>103.</b></p>	<p><b>The margin of preference for domestic consultants</b></p> <p><b>Financial Scores and Ranking.</b></p> <p>(1) If a shortlist consists of domestic and international consultants, a Procuring Entity may apply a margin of preference to the financial proposal of a domestic consultant per BPP Regulations, provided the allowance for such margin of preference was indicated in the SBD.</p> <p>(2) The lowest evaluated financial proposal is given a score of 100 and the scores of the other proposals are calculated by dividing the lowest cost proposal by the price of the respective other proposals, as follows: <math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration. The evaluation committee finalizes its ranking of the candidates' financial proposals accordingly and describes its financial evaluation procedure in its Financial Evaluation Report.</p>	<p>Section 49(2), PPA, 2007</p>
<p><b>104.</b></p>	<p><b>Combined Technical and Financial Evaluation Report</b></p> <p>Based on the technical and financial evaluation reports, the evaluation committee shall determine the best-ranking candidate by applying the weights attributed to price versus quality as follows: In the case of QCBS, the lowest Financial Proposal (<math>F_m</math>) will be given a financial score (<math>S_f</math>) of 100 points. The financial scores (<math>S_f</math>) of the other Financial Proposals will be computed as indicated above. Proposals will be ranked according to their combined technical (<math>S_t</math>) and financial (<math>S_f</math>) scores using the weights (<math>T</math> = the weight given to the Technical Proposal; <math>P</math> = the weight given to the Financial Proposal; <math>T + P = 1</math>) indicated in the Specific Instructions:</p> $S = S_t \times T\% + S_f \times P\%$	<p><b>Section 51 (6) (vii), (viii), PPA, 2007</b></p>
<p><b>105.</b></p>	<p><b>Negotiations.</b></p> <p>(1) It then prepares a Combined Technical and Financial Evaluation Report, recommending the consultant with the highest combined technical and financial score for the invitation to contract negotiations.</p> <p>(2) The negotiating team appointed by the Procuring Entity shall formulate the technical and financial issues to be discussed at negotiations.</p> <p>(3) The purpose of negotiations regarding technical matters shall be:</p>	

	<ul style="list-style-type: none"> <li>(a) to formulate and finalize the Terms of Reference into the scope of services to be carried out under the assignment;</li> <li>(b) to agree on the methodology and work plan;</li> <li>(c) agree to mobilization arrangements and reporting deadlines;</li> <li>(d) confirm the availability of key staff and make adjustments regarding deliverables and staff time as may be necessary; Provided the selected firm shall not be allowed to substitute proposed key staff at the time of negotiations (or at contract award) unless this is unavoidable due to delay in the selection procedure and a resulting extension of the proposal validity period.</li> </ul>	
<p><b>106.</b></p>	<ul style="list-style-type: none"> <li>(1) If it turns out at negotiations that any key staff proposed is no longer available, the Procuring Entity may disqualify the consultant. However, if an agreement can be reached on replacing key staff, their qualifications and experience shall be the same or better than for the key staff originally proposed.</li> <li>(2) The final TOR and the agreed methodology shall be incorporated in the “<i>Description of Services</i>”, which shall form part of the contract.</li> <li>(3) The purpose of negotiations regarding financial matters shall be to agree: <ul style="list-style-type: none"> <li>(a) on general payment terms;</li> <li>(b) payments to be made in foreign and local currency;</li> <li>(c) mobilization payments and bank guarantee structure and tenor;</li> <li>(d) taxes (especially a clarification of the consultant’s local tax liability, if any);</li> <li>(e) price adjustment formulas, if applicable, and other elements of the Special Conditions of Contract;</li> <li>(f) The Procuring Entity’s contribution of available documentation and studies, office space, and counterpart staff time and their responsibilities, shall also be discussed. However, the TOR, the terms of the contract based on which the selection process was initiated, and the proposal evaluated shall not be substantially altered. Unit prices, based on which the financial proposal was ranked, shall not be negotiated.</li> </ul> </li> </ul>	
<p><b>107.</b></p>	<p><b>Unsuccessful Negotiations.</b></p> <ul style="list-style-type: none"> <li>(1) If negotiations are unsuccessful, the Procuring entity shall invite the next best-ranking candidate for negotiations and this procedure continues until the negotiation stage is successfully concluded. Once negotiations with the next candidate begin, the Procuring Entity shall not reopen negotiations with the former candidate.</li> <li>(2) After successful completion of negotiations, but subject to “<i>No Objection</i>” by the BPP, where necessary, the Procuring Entity shall promptly proceed with the award of the contract to the successful candidate by sending it a ‘Notice of Acceptance’ and inviting it for contract signature. This procedure must be concluded within the period of proposal validity or the extended proposal validity. The Procuring Entity shall also notify the other shortlisted candidates who passed the technical minimum mark that they were unsuccessful.</li> </ul>	<p>Section 52(3)</p>

	<b>B. Evaluation Procedure for the Quality-Based Selection (QBS).</b>	
<b>108.</b>	<p><b>Use of the QBS</b> The Procuring Entity shall apply the QBS method when:</p> <ul style="list-style-type: none"> <li>(a) the high degree of the technical quality of an assignment is of overriding importance because of its high supplementary impact on the successful outcome of the project and made the main focus of the competition;</li> <li>(b) the scope of the assignment is difficult to determine and requires innovation, or;</li> <li>(c) different technical approaches are possible making price comparison difficult. In all these cases, the price is of secondary importance and is usually negotiated with the best-ranking technical candidate. Examples are the construction of a large dam or a building with special architectural requirements, consultant's assistance for the privatization of complex public assets (petrochemical industries, utilities), or management advice where the outcome is of critical importance for the success of the public sector efficiency (major institutional reforms).</li> </ul>	Section 52(1), PPA, 2007
<b>109.</b>	<p><b>Conduct of QBS</b></p> <p>(1) The Procuring Entity may choose either of the following procedures to conduct Quality Based Selections:</p> <ul style="list-style-type: none"> <li>(a) The SBD invites technical proposals only and invites a financial proposal from the candidate with the best-ranking technical proposal. After evaluation of the financial proposal, it invites the candidate for contract negotiations; or</li> <li>(b) The SBD invites technical and financial proposals in separate envelopes at the same time, but only opens the financial proposal of the best-ranking technical candidate, which it then negotiates to conclude a contract. If negotiations are unsuccessful, the financial proposal of the next best-ranking candidate is opened and negotiated, and so on till a satisfactory contract is concluded. The remaining financial proposals should be kept sealed in a safe box and returned unopened to the unsuccessful candidates.</li> </ul> <p>(2) The SBD preparation and the evaluation and selection procedures are otherwise the same as for QCBS.</p>	Section 52(2), PPA, 2007
	<b>C. Evaluation Procedure for the Least Cost Selection (LCS)</b>	

<p><b>110.</b></p>	<p><b>Least Cost Selection (LCS).</b>  A Procuring Entity may apply the Least-Cost Selection method for smaller (less than x25 million) assignments, or assignments of a standard and routine nature with well-established practices, where TOR can be easily defined, such as standard financial audits and simple engineering. The procedure is based on the comparability of technical proposals and the least cost. When applying this method, the Procuring Entity shall issue the SBD and evaluate technical and financial proposals as under QCBS. This method does not include weighting quality versus price. Following technical evaluation, the Procuring Entity shall retain only those firms that obtained the minimum technical score. As for QCBS, the Procuring Entity shall proceed to public opening and evaluation of the financial proposals of those candidates who scored the minimum technical score only. Following financial evaluation, the candidate with the lowest evaluated financial proposal is invited for negotiations. If an agreement is not reached, the candidate whose financial proposal is ranked second lowest shall, in turn, be invited to negotiate and so on, until a satisfactory agreement is reached with the next best-ranked candidate.</p>	
<p><b>D. Fixed Budget Selection (FBS)</b></p>		
<p><b>111.</b></p>	<p>A Procuring Entity may apply the Fixed Budget Selection procedure for simple assignments where TOR and staff input can be precisely defined, and where the cost cannot exceed a fixed budget amount. The SBD shall state the fixed amount in the Specific Instructions. Candidates shall be requested to provide their best technical and financial proposals in separate envelopes, as under QCBS, with cost figures that shall not exceed the budgetary limit. For this purpose, the Procuring Entity shall prepare the TOR carefully and make a detailed internal cost estimate, to ensure that the budget is sufficient to carry out the requested assignment. The Procuring Entity shall proceed with the opening and evaluation of the technical proposals as under QCBS. At the public opening of the financial proposals of the technically qualified candidates, the financial proposals shall be read out aloud and the proposals that exceed the budgetary limit shall not be further evaluated. The Procuring Entity shall select the candidate who has submitted the highest-ranked technical proposal within the budget limit for contract negotiations, award, and signature subject to any necessary BPP certification.</p>	
<p><b>E. Consultants Qualifications Selection (CQS)</b></p>		
<p><b>112.</b></p>	<p><b>Consultants Qualifications Selection (CQS)</b>  (1) A Procuring Entity may apply the CQS method for small (few less than x25 million) and unique assignments, mostly with a short duration;</p> <ul style="list-style-type: none"> <li>(a) when a comprehensive selection procedure is not justified;</li> <li>(b) when the time and cost of examining and evaluating a large number of proposals are disproportionate to the value of the services requested;</li> <li>(c) when a firm's specialty meets the unique criteria for a particular assignment for which there are few specialist firms available, and</li> <li>(d) when it is in the interest of national defence and security.</li> </ul> <p>(2) Under the CQS method, the Procuring Entity shall first prepare the TOR. Next, the Procuring Entity shall advertise to request expressions of interest.</p>	<p>Section 52(1), PPA, 2007</p>

	<p>The request shall indicate the main elements of the assignment taken from the TOR and ask for information on the consultants' qualifications, experience, and proven competence in the area of the assignment. After review of the expressions of interest and information received, the Procuring Entity shall select the most suitable candidate and request it to submit a combined technical-financial proposal based on a simplified SBD including detailed TOR. An evaluation committee of the Procuring Entity shall evaluate the technical and financial proposal, make its recommendations for contract negotiations, and submit them to the designated approving authority. Once approval is obtained, the Procuring Entity shall proceed to negotiations and contract signature.</p>	
	<p><b>F. Single Source Selection (Direct Contracting) – (SSS)</b></p>	
113.	<p>(1) A Procuring Entity may with the express written approval of the BPP, request a single firm to prepare technical and financial proposals based on a simplified SBD with detailed TOR, and, following BPP certification negotiate a contract. Since direct contracting does not have the benefits of competition and comparative analysis, the Procuring Entity shall take all cautionary measures to ensure that the principles of economy, efficiency, and transparency are respected.</p> <p>(2) The following circumstances may warrant single source selection:</p> <ul style="list-style-type: none"> <li>(a) Emergencies arising from natural disasters or a financial crisis or other sudden unpredictable events of national consequence requiring immediate expert advice. However, sudden requirements for expertise that are caused by a lack of, or inadequate procurement planning shall not be justified as emergencies.</li> <li>(b) Small value, i. e. less than N1.0m;</li> <li>(c) the advice of a proprietary nature where a sole firm has the only expertise;</li> <li>(d) continuity of similar services, where the original contract was awarded competitively following shortlisting, e.g., for assignments of “<i>downstream work</i>”, such as detailed engineering after the feasibility study, or supervision of implementation after detailed engineering. However, if the initial SBD, including the selection procedure, and the contract did not provide for possible downstream work, a normal competitive selection procedure shall be followed for the downstream activity, whereby the incumbent consulting firm may be included in the shortlist, provided it completed its upstream work satisfactorily and expresses interest;</li> <li>(e) It is in the interest of national defence and security.</li> </ul>	<p><b>Section 47 (3) (iii), PPA, 2007</b></p>
114.	<p>The following special types of consultants may be needed for particular assignments. Their use is identified during project preparation or as a result of a federal development policy program, or programs associated with national or international development organizations or activities.</p> <p><b>Use of Financial Institutions.</b></p>	

	<p>A Procuring Entity may decide to use the services of Financial Institutions (Investment Banks, Commercial Banks, Financial Management Firms, or Transaction Advisers) for advice in the commercialization or privatization of public assets or assistance in the privatization and or PPP process itself. Selection shall be by the QCBS method. Selection criteria may include experience in similar assignments, having a network of potential purchasers, or past results in assets sold. When the assignment is for advice only, the selection shall be based on the normal comparison of quality and cost (“retainer fee” and reimbursable expenditures). If, in addition, the assignment includes procurement of core investor in a privatization and or PPP, the SBD, and the selection procedure may be based entirely on or include a “success fee” proposed by competing consultants based on their estimate of the likely sale value of the assets, described in the SBD. Under this alternative, if the consultant passes the minimum qualifying technical mark, the success fee may be the only price element of competition, while the fee and the reimbursable cost are fixed amounts. Pre-proposal visits to the site (with minutes signed by participants) may be required to provide sufficient information to competing consultants to obtain responsive proposals and avoid ambiguities during the evaluation procedure.</p>	
<p><b>115.</b></p>	<p><b>Use of Procurement Agents.</b>  For complex project activities, where the Procuring Entity lacks the necessary procurement capacity, BPP may direct or the Procuring Entity on its own may contract a procurement agent to handle the procurement on behalf of the Procuring Entity. For the selection, the Procuring Entity shall follow the <i>QCBS</i> method. The contract shall provide that the procurement agent will be paid a fixed fee or a percentage of the contracts that will be procured. If the contract is only for procurement advice, payment terms may be a fixed fee or based on a “time-based” contract (number of staff months) with a ceiling price. Since the work is fairly routine, the price competition may be increased in the selection criteria of the SBD by setting the proportional weight given to the cost of the assignment and the technical quality of the proposal at 50 points each</p>	
<p><b>116.</b></p>	<p><b>Use of Non-Governmental Organizations (NGOs).</b>  For the social type of development projects, where the knowledge of the local community is paramount for the success of the project, or in cases where the contribution of civil society is needed, Procuring Entities may decide to use non-governmental or non-profit organizations (NGOs). Procuring Entities shall use the QCBS selection method for larger assignments, but for smaller assignments, the CQS method may be applied. The normal procedures for advertising for expressions of interest and shortlisting shall be followed. The SBD should include criteria to ensure that NGOs are qualified and possess proven success rates in their field of competence (especially for social services). NGOs may be included in the shortlist if they express interest. Single source selection may be appropriate, subject to the Procuring Entity’s internal review procedures and BPP “no-objection” if the program activity is subject to prior review.</p>	
	<p><b>PART VII</b>  <b>SELECTION OF INDIVIDUAL CONSULTANTS</b></p>	

<p><b>117.</b></p>	<p>(1) When a Procuring Entity needs individual technical advice or assistance it may want to select individual consultants with the experience and qualifications necessary for a particular assignment. This type of service may include:</p> <ul style="list-style-type: none"> <li>(a) preparation of TOR;</li> <li>(b) updating or revision of feasibility studies;</li> <li>(c) preliminary engineering designs of smaller projects;</li> <li>(d) technical assistance in economic and sectoral planning, institutional reorganization, and management;</li> <li>(e) assistance in procurement planning, preparation of bidding and proposal documents, and the evaluation of bids for goods and works and consultant proposals;</li> <li>(f) technical assistance in project management, supervision, or completion reports;</li> <li>(g) training.</li> </ul> <p>(2) Procuring Entities may advertise the assignment to receive expressions of interest. However, they may constitute a short list from their available database and approach the individuals directly by sending them the TOR. Selection shall be carried out through a comparison of the qualifications of at least six suitable candidates. Regulations of the Procuring Entity for evaluation and approval of candidates shall apply. Criteria shall be academic background, experience, specific knowledge, and verifiable references for successful completion relevant to the assignment. If the quality of the assignment is paramount and the expertise rather rare, selection shall be done based on quality only. When the expertise for an assignment is more generally available, fees may be negotiable depending on market conditions and the availability of the individuals. For assignments of more than 6 months, an interview of the candidates must be carried out before the final selection is made.</p>													
<p><b>118.</b></p>	<p>Procuring Entities shall apply the following technical scores, which may vary according to the type of assignment, in the selection of individual consultants, as shown in the example below:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><b>Evaluation Criteria</b></th> <th style="text-align: right;"><b>Points</b></th> </tr> </thead> <tbody> <tr> <td>General Qualifications (Education, ... ..</td> <td style="text-align: right;">10</td> </tr> <tr> <td>Working Experience ... ..</td> <td style="text-align: right;">15</td> </tr> <tr> <td>Adequacy for the assignment (Applicability of experience) ... ..</td> <td style="text-align: right;">65</td> </tr> <tr> <td>Relevant Experience... ..</td> <td style="text-align: right;">5</td> </tr> <tr> <td>Communication Skills, Computer Skills, etc. ... ..</td> <td style="text-align: right;">10</td> </tr> </tbody> </table> <p>For a competitive selection of individual consultants, the Procuring Entity shall use BPP's standard Letter of Invitation (LOI) and contract for individual consultants. If the consultants are selected on a competitive basis using quality only, the Procuring Entity shall contact the consultant with the highest technical score and if available negotiate the fee and other terms and conditions. If selection</p>	<b>Evaluation Criteria</b>	<b>Points</b>	General Qualifications (Education, ... ..	10	Working Experience ... ..	15	Adequacy for the assignment (Applicability of experience) ... ..	65	Relevant Experience... ..	5	Communication Skills, Computer Skills, etc. ... ..	10	<p>Evaluation Criteria</p>
<b>Evaluation Criteria</b>	<b>Points</b>													
General Qualifications (Education, ... ..	10													
Working Experience ... ..	15													
Adequacy for the assignment (Applicability of experience) ... ..	65													
Relevant Experience... ..	5													
Communication Skills, Computer Skills, etc. ... ..	10													

	takes place based on quality and cost comparison, the Procuring Entity shall offer the contract to the consultant with the highest combined score.	
<b>119.</b>	<p>(1) Procuring Entities may contract individual consultants directly in exceptional cases, such as:</p> <p>(a) tasks that are a continuation of the previous work of the consultant, for which the consultant was selected;</p> <p>(b) assignments lasting less than six months;</p> <p>(c) emergencies resulting from natural disasters or a financial crisis or similar events;</p> <p>(d) when there are only a few or no other consultants available with the required expertise.</p>	
<b>120.</b>	In such case, the Procuring Entity shall send the consultant the LoI with the TOR and conditions of the contract, negotiate the fee if necessary, and sign the contract.	<b>Section 17 (13) (14) PPA, 2007</b>
<b>121.</b>	<b>GENERAL PROVISIONS ON NEGOTIATIONS AND AWARD</b>	
<b>122.</b>	<p>(1) Negotiations between the procuring entity and the Consultant with the Most Advantageous Tender, will be held at the date and address indicated in the Data Sheet with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>(2) The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Entity and the Consultant’s authorized representative.</p> <p>(3) If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will then invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.</p>	
<b>123.</b>	<p>(1) The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract, clarification of the Consultant’s tax liability in the Procuring Entity’s country and how it should be reflected in the Contract.</p> <p>(2) These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>	Technical Negotiation
<b>124.</b>	(1) The negotiations include the clarification of the Consultant’s tax liability in the Procuring Entity’s country and how it should be reflected in the Contract.	Financial Negotiation

	<p>(2) If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Tender for a Lump-Sum contract shall not be negotiated.</p> <p>(3) In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Expert and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bureau of Public Procurement.</p>	
<b>125.</b>	<p>(1) The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Consultant's authorized representative.</p> <p>(2) The invited Consultant shall confirm the availability of all Key Experts included in the Tender as a pre-requisite to the negotiations, or, if applicable, a replacement per the provisions of the SBD.</p> <p>(3) Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Tender and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>(4) Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>	
<b>126.</b>	<p>(1) The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be fifteen (15) Business Days unless extended.</p> <p>(2) The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract.</p> <p>(3) Where only one Tender is submitted, or if this contract is in response to an emergency recognized by the Bureau of Public Procurement, the Standstill Period shall not apply</p>	Standstill Period
<b>127.</b>	<p>(1) The Procuring Entity shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>(a) the name and address of the Consultant with whom the client successfully negotiated a contract;</li> <li>(b) the contract price of the successful Tender;</li> <li>(c) the names of all Consultants included in the short list, indicating those that submitted Tenders;</li> <li>(d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;</li> <li>(e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;</li> <li>(f) the final combined scores and the final ranking of the Consultants;</li> </ul>	

	<ul style="list-style-type: none"> <li>(g) a statement of the reason(s) why the recipient’s Tender was unsuccessful unless the combined score in (f) above already reveals the reason;</li> <li>(h) the expiry date of the Standstill Period; and</li> <li>(i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.</li> </ul>	
<b>128.</b>	<p>(1) Upon expiry of the Standstill Period, or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Procuring Entity shall send a notification of award to the successful Consultant, confirming the Procuring Entity’s intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the Data Sheet, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.</p>	Notification of Award
<b>129.</b>	<p>(1) Within ten (10) Business Days from the date of notification of award of such request, the Procuring Entity shall publish the Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>(a) name and address of the Procuring Entity;</li> <li>(b) name and reference number of the contract being awarded, and the selection method used;</li> <li>(c) names of the consultants that submitted Tenders, and their Tender prices as read out at financial Tender opening, and as evaluated;</li> <li>(d) names of all Consultants whose Tenders were rejected or were not evaluated, with the reasons therefore;</li> <li>(e) the name of the successful consultant, the final total contract price, the contract duration, and a summary of its scope; and.</li> <li>(f) successful Consultant’s Beneficial Ownership Disclosure Form, if specified in Data Sheet.</li> </ul> <p>(2) The Contract Award Notice shall be published on the Procuring Entity’s website with free access if available or in at least one newspaper of national circulation in Nigeria or the official gazette. The Procuring Entity shall also publish the contract award notice online</p>	
<b>130.</b>	<p>(1) On receipt of the Procuring Entity’s Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Procuring Entity for a debriefing. The Procuring Entity shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.</p>	Debriefing

	<p>(2) Where a request for debriefing is received within the deadline, the Procuring Entity shall provide a debriefing within five (5) Business Days, unless the Procuring Entity decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Procuring Entity shall promptly inform, by the quickest means available including electronic communication, all Consultants of the extended standstill period.</p> <p>(3) Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear his own cost of attending such a debriefing meeting</p>	
<b>131.</b>	<p>(1) The Contract shall be signed before the expiration of the Tender Validity Period and promptly after the expiry of the Standstill Period or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.</p> <p>(2) The Consultant is expected to commence the assignment on the date and at the location specified in the <b>Data Sheet</b>.</p>	Signing of Contract
<b>132.</b>	<p>(1) Where applicable, the person named in the Tender Data Sheet by the Procuring Entity shall be appointed as Adjudicator under the Contract, at an hourly fee specified in the TDS, plus reimbursable expenses.</p> <p>(2) If the Tenderer disagrees with the proposed Adjudicator, the Tenderer should so state in the Tender.</p> <p>(3) If in the Form of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.</p> <p>(4) Either party may refer any dispute arising during the contract implementation phase to the Adjudicator. Either party may refer the decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.</p>	Appointment of an Adjudicator
<b>133.</b>	<p><b>Value Engineering</b> The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:</p> <ul style="list-style-type: none"> <li>a) The proposed change(s), and a description of the difference to the existing contract requirements;</li> <li>b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Entity may incur in implementing the value engineering proposal; and</li> <li>c) a description of any effect(s) of the change on performance/functionality.</li> </ul> <p>The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:</p>	Value Engineering

	<ul style="list-style-type: none"> <li>a) accelerates the delivery period; or</li> <li>b) reduces the Contract Price or the lifecycle costs to the Procuring Entity; or</li> <li>c) improves the quality, efficiency, safety, or sustainability of the services; or</li> <li>d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.</li> </ul> <p>If the value engineering proposal is approved by the Procuring Entity and results in:</p> <ul style="list-style-type: none"> <li>a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or</li> <li>b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.</li> </ul>	
<p><b>134.</b></p>	<p><b>Sustainable Procurement</b>  The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the contract.</p>	
<p>(1)</p>	<p style="text-align: center;"><b>Schedule 1</b></p> <p style="text-align: center;"><b>REVIEW AND APPROVAL OF CONSULTANTS SELECTION</b></p> <p style="text-align: center;"><b><i>Review of Selection Procedure</i></b></p> <p>(1) <b><i>For all selection methods subject to prior review</i></b> per thresholds [specified below...] [announced separately in BPP Procurement Notes], <b><i>BPP shall fulfill the review function.</i></b> For this purpose, BPP shall review the selection procedures proposed by the Procuring Entity, including advertising, the Terms of Reference, the Standard Bidding Document, and the planning of the procurement process, for conformity with the Regulations and the Procurement Law. The Procuring Entity shall promptly inform BPP of any delay, or other changes in the implementation of the procurement plan regarding the selection procedure and agree with BPP on corrective measures.</p> <p>(2) <b><i>Internal Procurement Review at the Procuring Entity</i></b></p> <p>(3) <b><i>The Approving Authority</i></b> of a Procuring Entity is the Tenders Board by a delegation of the Minister where it concerns a Ministry or by a delegation of the Chairman where it concerns a Public Enterprise.</p> <p>(4) <b><i>The Procurement Unit (PU)</i></b> of a Ministry or a Public Enterprise prepares all procurement documents, including procurement plans, in collaboration with the project and budget units, and prepares requests for approvals and no-objections on behalf of the Tenders Board.</p> <p>(5) <b><i>The Procurement Planning Committee (PCC)</i></b>, which is composed of representatives of various departments in a Ministry or Public Enterprise, reviews</p>	

if procurement plans meet the needs and budget of the Ministry or the Public Enterprise and if tenders are on schedule with the needs assessment.

(6) ***Before Proposals are invited***, the Procuring Entity shall furnish to BPP for its comments, the Request for Expressions of Interest and the draft Terms of Reference, the proposed shortlist and draft Standard Bidding Documents, including the evaluation criteria; and the conditions of contract, and shall make such modifications in the said documents as BPP shall reasonably request. Any further modification shall require BPP's approval before it is issued to the shortlisted candidates.

(7) For the ***evaluation of proposals***, the Procuring Entity shall use BPP's Standard Proposal Evaluation Report.

(8) After proposals have been received and evaluated, the Procuring Entity shall, before a final decision on the award is made, furnish to BPP in sufficient time for its review, the technical evaluation report (prepared, if BPP shall so request, by experts acceptable to BPP), together with the recommendations for the candidates who passed the qualifying technical mark and whose financial proposals will be evaluated. The technical evaluation report to BPP shall be accompanied by the three best-ranking technical proposals. The Procuring Entity shall also request BPP's no objection if the technical evaluation report recommends the rejection of all proposals.

(9) When BPP determines that the technical evaluation is inconsistent with the SBD and the approved procurement procedures, it shall promptly inform the Procuring Entity and state the reasons for such determination. Otherwise, BPP shall provide its no-objection and authorize the Procuring Entity to proceed with the opening and evaluation of the financial proposals, when it concerns a selection based on quality and price (QCBS, LCS, FBS), or give its "No Objection" to invite the candidate with the best ranking technical proposal to submit a financial proposal (QBS) or to open and evaluate the financial proposal of the candidate with the best ranking technical proposal (QBS). The "*No Objection*" to the technical evaluation report will also authorize the Procuring Entity to proceed with negotiating a contract with the firm obtaining the highest combined technical and financial scores

(10) Upon BPP's no-objection, the Procuring Entity shall invite the selected firm for negotiations, to award the contract to the firm if negotiations are successful. If there are no or only minor changes in the draft contract issued with the SBD, the Procuring Entity, and the selected candidate may negotiate the contract by facsimile or electronic mail. After successful negotiations, the Procuring Entity and the successful firm will initial the draft contract and submit the initialed contract to BPP for "*No Objection*" to sign the contract.

(11) If the Procuring Entity requires an extension of bid validity to complete the process of evaluation, obtain necessary approvals and clearances, and make the award, it should seek BPP's prior approval for the extension of the proposal validity period.

	<p>(12) If the Procuring Entity receives protests or complaints from candidates about the evaluation, the Procuring Entity shall send a copy of the Procuring Entity’s response to BPP for information.</p> <p>(13) The terms and conditions of a contract shall not, without BPP’s prior approval, materially differ from those on which proposals were issued.</p> <p>(14) In all cases, also those not requiring prior review, the Procuring Entity will send one conformed copy of the contract to BPP promptly after its signing.</p> <p>(15) The Procuring Entity shall publicly disclose on its website, the procurement journal, and the website of the BPP, the description and amount of the contract, together with the name and address of the successful candidate and ensure that the signed contract is duly recorded and filed.</p> <p>(16) <b><i>Below the Prior Review thresholds</i></b>, in all cases below the prior review thresholds of the BPP, the Procurement Unit shall prepare the selection documents for submission to the Tenders Board or Accounting Officer depending on the value of the procurement.</p> <p>(17) <b><i>Post-Procurement Review</i></b></p> <p>The BPP shall order an annual Independent Procurement Review by independent consultants to verify compliance with the Regulations. The results of the post reviews shall be shared with the Auditor General and the Accountant General.</p> <p>(18) <b><i>Amendments, Modifications, or Extensions</i></b></p> <p>If an amendment to the contract, change order, or extension would increase the original amount of the contract price by more than 15%, or if any other major modification is needed to complete the contract, prior BPP no-objection is required. BPP has the right to approve or reject such changes, and in the latter case, to propose alternative less costly modifications or recommend a reduction in the scope and size of the contract.</p>	
(2)	<p style="text-align: center;"><i>Schedule 2</i></p> <p style="text-align: center;">TYPES OF CONSULTING CONTRACTS</p> <p><b>1. Standard Contract Forms</b></p> <p>Procuring Entities shall use the following Standard Contracts for Consultants Services prepared by BPP:</p> <p>(a) Lump Sum Contracts for complex assignments;</p> <p>(b) Lump Sum Contracts for simple assignments;</p> <p>(c) Time-Based Contracts for complex assignments;</p>	

(d) Time-Based Contracts for simple assignments;

(e) Lump Sum and Time-Based Contracts for Individual Consultants

2. In the rare circumstances that the Standard Contract does not apply to a specific consulting assignment, a different contract form may only be used with BPP's prior agreement.

3. For all contract forms, the main contract provisions are described in the General Conditions of the Contract, which are standard and shall not be changed. Provisions that are specific to the assignment and any modifications to the General Conditions of the Contract are detailed in the Special Conditions of the Contract. Provisions of the General Conditions of the Contract can only be modified through the Special Conditions of the Contract. The Standard Contract, including the Special Conditions of Contract, shall always be part of the SBD.

4. All Contracts for Consulting Services, whether standard or otherwise, shall contain provisions for the following important elements or requirements. A Preamble explaining the Procuring Entity's need for the services and confirming the readiness and ability of the consultant to render such services:

(a) A list of the documents constituting the Contract.

(b) Definitions and Interpretations of the basic terms used in the Contract.

(c) The date for commencement and the time for completion of the services.

(d) Postponement and Termination of the Contract, upon notice by the Procuring Entity or in case of force majeure, and the ensuing rights and liabilities of each party.

(e) Entry into force of the Contract.

(f) Modification of the Contract.

(g) The rights, obligations, and liabilities of the parties, including circumstances of indemnification by one party to the other.

(h) Changes in the status or organisation of the consultant during the Contract.

(i) Clarification of taxation requirements applicable to the consultant in the country where the project is located.

(j) Identification of the insurance that must be taken out by the consultant.

(k) Ownership of the material prepared by the Consultants.

(l) The consultant's personnel and any counterparts of the Procuring Entity.

(m) Assignment of the services or any part thereof to sub-consultants.

(n) Remuneration of the consultant and the method of payment.

(o) The procedure for settlement of disputes.

(p) The language of the Contract and the applicable law.

(q) The addresses of the Procuring Entity and the Consultant for formal notices.

#### **5. Lump Sum (Fixed Price) Contract**

Under Lump Sum Consultancy Services, the candidate firm includes its total remuneration (fees) based on the estimated input of its personnel, along with the cost of the inputs (reimbursables) to carry out the services. The services are paid based on the agreed payment schedule per the set milestones (deliverables) of the progress of the services, usually associated with reports. Lump sum contracts are used mainly for assignments in which the content and the duration of the services and the required output of the consultants are clearly defined. They are therefore easy to administer. As a general rule, contracts for assignments that provide for the production of regular reports are lump-sum based. Feasibility studies, design, and detailed engineering services or standard accounting services are also contracted on a lump sum basis. The contract includes the agreed breakdown of the cost components. If the lump-sum contract is subject to price adjustment, the financial forms of the SBD should include the table asking for the detailed breakdown of the remuneration of the consultant, which shall be used to calculate the increase in the remuneration according to an agreed price adjustment formula which takes into consideration inflation rates local/international price adjustment formula should be included in all contracts with a duration of over 18 months.

#### **6. Time-Based Contract**

Time-based contracts are used when the scope and length of services are difficult to determine, either because the services are linked to activities of other parties in the project or because the inputs by the consultants to reach the objectives are spread over time. As a consequence, even though the contract may provide periodic reports, the time spent is subject to variables that cannot be precisely estimated for the whole assignment. Therefore, the actual time spent becomes the main measurable cost element of the assignment. Payment is based on the agreed time-based rates for the consultant's staff as detailed in the relevant remuneration schedule of the contract, complemented by the agreed reimbursable items. The time-based rates concern the staff monthly rates including all salaries, social benefits, costs, overheads, and profits. The reimbursable costs are separate and will be paid according to unit rates and/or actuals. Consultants are required to keep time sheets of the actual time spent and submit their invoices on that basis, which may be audited accordingly. The contract price agreed upon is included in the contract as the "ceiling amount" of the total payments to be made to the consultants. Usually, the contract requires the consultant to advise the Procuring Entity when it reaches 80 % of the ceiling price. This permits the Procuring Entity to make a judgment if the contract can be completed as envisaged, if the scope of the assignment needs to be reduced to stay within the

	<p>budget, or if an increase in the costs needs to be negotiated. The ceiling amount should include an allowance for contingencies to cover unforeseen work and expenses and a provision for price adjustment where appropriate.</p> <p>8. Time-based contracts are mostly suited for supervision services of works, lengthy studies with multiple components and inputs, longer-term technical assistance or training, and management contracts.</p>	
(3)	<p style="text-align: center;"><i>Schedule 3</i></p> <p style="text-align: center;"><b>INFORMATION FOR CONSULTANTS ON THE CONTENT OF THE STANDARD BIDDING DOCUMENT</b></p> <p style="text-align: center;"><b><i>Standard Bidding Documents (SBD)</i></b></p> <p>The SBD is a standard document issued by the BPP, which covers the majority of consulting assignments. It includes the standard “<i>Instructions to Consultants</i>” (ITC) and the “<i>Specific Instructions</i>”, which consist of line-item modifications to the standard clauses to adapt the ITC to the specific requirements of the assignment. If under exceptional circumstances, the Procuring Entity needs to amend the standard ITC, it shall do so through the Specific Instructions attached to the ITC and not by amending the main text.</p> <p style="text-align: center;"><b><i>Standard Contracts</i></b></p> <p>The standard contracts (see Annex 2) issued by the BPP consist of the General Conditions of the Contract, which are not changed, and the Special Conditions of the Contract, which consist also of line-item modifications of the standard section to specify the agreements reached during contract negotiations regarding the consulting assignment, including advances, payment arrangements, tax liabilities, and reporting schedules. It also contains important annexes regarding the agreed Description of Services (which is the final version of the Terms of Reference agreed upon during contract negotiations), the breakdown of costs, the agreed fixed rates, and the list of key staff.</p> <p style="text-align: center;"><b><i>Contents of the SBD</i></b></p> <p><b>Section 46 (1) (2)</b></p> <p>The SBD shall include adequate information on the following aspects of the assignment:</p> <ul style="list-style-type: none"> <li>• The name and address of the Procuring Entity;</li> <li>• A requirement that the proposals are to be prepared in the English language</li> <li>• The names of the shortlisted consultants that were selected after the analysis of the Expressions of Interest received, and to whom the SBD will also be sent;</li> </ul>	

	<ul style="list-style-type: none"><li>• a request to the shortlisted candidates in the introductory Letter of Invitation, which is part of the SBD, to acknowledge promptly receipt of the SBD, and to inform the Procuring Entity whether or not the candidate will submit a proposal;</li><li>• a description of the assignment, including the nature, required characteristics, and location of the services to be procured, and when they are to be provided;</li><li>• a statement that the Procuring Entity reserves the right to reject proposals without obligation;</li><li>• a statement that if a short-listed firm (or the firm with which it will be associated) combines the functions of consultants with those of contractor, or if it is associated with a manufacturer or is a manufacturer with a department or design office offering services as a consultant, the shortlisted candidate is required to include in its proposal all relevant information on such relationship, along with a statement to the effect that it shall limit its role to that of a consultant, and that neither the firm nor its associates/affiliates shall participate in the project in any other capacity;</li><li>• the deadline for submission of proposals. Any proposal received after the submission deadline shall be returned unopened, and this is not negotiable regardless of the circumstance;</li><li>• if it is based on the Quality Based Selection (QBS), Quality and Cost-Based Selection (QCBS), Least-Cost Selection (LCS), or Fixed Budget Selection (FBS) method, the proposal must be divided into a separate technical and a financial proposal;</li><li>• the SBD shall include standard forms to complete the technical and financial proposals, and clearly state that the technical proposal shall not provide any price information, subject to proposal rejection;</li><li>• information on whether associations between short-listed consultants are acceptable (usually this is not the case to avoid limiting the competition or collusion among the candidates). Conditions for subcontracting part of the assignment are also stated;</li><li>• the procedure on how clarifications are permitted about the information given in the SBD;</li><li>• the names and contact information of officials to whom clarifications shall be addressed and with whom the consultants' representative shall meet, if necessary;</li><li>• reference to any laws in Nigeria that may be particularly relevant to the proposed consultants' contract, including the requirement that the</li></ul>	
--	--	--

	<p>proposal is to be expressed in Nigerian currency and for international proposals, that the local costs are to be expressed in Nigerian currency;</p> <ul style="list-style-type: none"><li>• a statement that the firm and any of its affiliates shall be disqualified from providing downstream services under the project if, in BPP’s judgment, such activities constitute a conflict of interest with the services provided under the assignment, or, conversely, that the assignment includes a possible contract for downstream work, as detailed in the SBD; in the latter case, a statement that the SBD provides a phasing of the assignment and candidates are usually requested to make indicative proposals for the downstream work;</li><li>• details of the selection method to be followed, including the criteria and procedures for the evaluation of the qualifications of the consultants, including weights given to each criterion, and the relative weights for quality and cost in the case of QCBS, or lowest cost and quality (LCS) or quality and cost within a fixed budget limit (FBS); a statement if a margin of preference will be applied for shortlists consisting of domestic and international consultants;</li><li>• the SBD shall include the details on the public opening of financial proposals and the financial evaluation;</li><li>• the minimum technical qualifying mark necessary for a proposal to move to the financial evaluation (QCBS, LCS, FBS);</li><li>• an estimate of the level of key staff inputs (in staff months) required of the consultants; minimum experience, and academic achievement expected of key staff;</li><li>• information if advances are allowed, what the requirements are for bank guarantees covering the advance, the modalities for reporting and payment arrangements;</li><li>• information on contract negotiations, and financial and other information that shall be required of the selected firm during the negotiation of the contract;</li><li>• the period for which the consultants’ proposals shall be held valid (normally 60-120 days) and during which the consultants shall undertake to maintain, without change, the proposed key staff, and shall not increase the rates and total price proposed;</li><li>• in case of extension of the proposal validity period, the right of the consultants not to maintain their proposal;</li><li>• a statement indicating whether or not the consultants’ contract and personnel shall be tax-free or not; and if not: what the likely tax burden will be or where this information can be obtained, and a statement requiring that the consultant shall include in its financial proposal a separate amount identified, to cover taxes;</li></ul>	
--	--	--

- if not included in the TOR or the draft contract, details of the services, facilities, equipment, and staff are to be provided by the Procuring Entity.

### **SPECIFIC ASPECTS OF THE TECHNICAL PROPOSAL**

The technical proposal must cover the following information and evidence:

- background, organization, and experience of the shortlisted firm;
- a list of similar assignments undertaken by the firm, at least during the last 3 to 5 years. Similar information regarding the associated firm or firms must also be submitted;
- proposed technical approach and work program including:
  - o comments on the Terms of Reference;
  - o the general approach proposed for carrying out the work plan, including the organization and time schedule of the proposed services;
  - o a bar chart indicating the estimated duration (separately, in the home office and the field) and the probable timing of the assignment of each professional to be used as well as estimates of the number of man-months to be allocated by each professional;
  - o detailed description of the specific tasks to be assigned to each member of the proposed team;
  - o in the case of an association, details of the agreement define the role of each firm and the mutual relationship.
- Name, age, nationality, background, education, employment record, and detailed professional experience of each professional to be assigned for providing the services.
- Arrangement for office space, vehicles, office, and field; equipment, etc. required for carrying out the services.

#### ***Evaluation of the technical proposals***

The technical evaluation will be based among others on the following criteria:

- o general experience of the firm and experience in the sector concerned, years of experience, and proven verifiable results
- o responsiveness to the TOR and thoroughness of the approach and work plan;

	<ul style="list-style-type: none"> <li>o qualifications and expertise of key personnel;</li> <li>o other aspects such as transfer of knowledge, training program, participation of domestic consultants in international proposals (if requested in the SBD)</li> </ul> <p style="text-align: center;"><b>Specific Information on the Financial Proposal</b></p> <p>The financial proposal provides details on the following, both in the case of a lump sum or time-based assignment (staff-month rates plus reimbursable costs):</p> <ul style="list-style-type: none"> <li>• the currency in which the costs of services shall be converted, compared (Naira at the medium exchange rate of the Central Bank of Nigeria at the date of financial proposal opening), and paid;</li> <li>• a breakdown of all time-based rates, including basic salaries, benefits, allowances, local taxes, overheads, etc. The proposal must also give an estimate of the cost of any reimbursable items such as per diem, office space, equipment, travel, and transportation;</li> <li>• a breakdown of the individual items of expenditure in local cost for domestic proposals or foreign and local currency cost for international proposals;</li> <li>• Final evaluation will be based on the cost of the financial proposal. For Quality and Cost Based Selection, the weight of the technical and financial proposals is usually based on a proportion of 80-20 points;</li> <li>• Proposals should remain valid for a period of 60 to 120 days from the date indicated in the SBD, depending on the complexity of the assignment.</li> </ul>	
(4)	<p style="text-align: center;"><i>Schedule 4</i></p> <p style="text-align: center;"><b>INFORMATION TO CONSULTANTS ON THE SELECTION PROCEDURE</b></p> <p>This Annex provides information to consultants, both firms and individuals, interested in participating in the procurement of consulting contracts.</p> <p><b><i>Procuring Entity's Role</i></b></p> <p>The Procuring Entity is responsible for the selection and employment of consultants. It invites, receives, and evaluates proposals and awards the contract. The Standard Bidding Documents (SBD) and the terms and conditions of the standard contract between the Procuring Entity and the Consultant defines the rights and obligations of each contracting party.</p> <p>The Procuring Entity reviews the procurement procedures, documents, Tender evaluations, award recommendations, and the contract to ensure that the</p>	

process is carried out per the agreed procedures and administers the contract during execution.

### ***Role of the Bureau of Public Procurement (BPP)***

#### **Section 5, 6.**

The Council sets thresholds for the prior review of public procurement launched by Procuring Entities, and for contracts subject to “prior review” the BPP reviews the documents for their correctness before the Procuring Entity issues them, and issues “Certificates of no-objection for contract award”

If at any time in the procurement process, the BPP concludes that the agreed procedures were not followed in any material respect, or if the “no objection” was issued based on incomplete, inaccurate, or misleading information, the BPP may declare mis-procurement.

The BPP has the power to blacklist/debar any supplier, contractor, or service provider that contravenes the Procurement Act, or the Regulations made pursuant to this Act, and to maintain a list of firms and persons that have been blacklisted/debarred from participating in public procurement, and to publish this list in the Procurement Journal.

If the BPP determines the engagement in corrupt or fraudulent practices by representatives of the Procuring Entity or the Tenderer, the BPP may impose or cause to be imposed the applicable sanctions in the Procurement Act.

The BPP publishes the details of major contracts in the Procurement Journal and on its website.

The BPP publishes Standard Proposal Documents (SPDs) for various types of consultant selection. The Regulations require that the Procuring Entities use these documents, with minimum changes as necessary to deal with project-specific aspects.

### ***Information on the Selection of Consultants***

Invitations on opportunities for consulting assignments may be obtained from the BPP Procurement Journal, its website, or the websites of the Procuring Entities. In addition, advertisements for expressions of interest are placed in leading national newspapers and widely used international newspapers for international shortlists.

### ***Consultants’ Role***

When consultants receive the SBD, and they decide that they can meet the requirements of the TOR, as well as the commercial and contractual conditions, they should make the arrangements necessary to prepare a responsive proposal (for example, visiting the country of the assignment, seeking associations, collecting documentation, setting up the preparation team).

	<p>If the consultants find in the SBD documents - especially in the selection procedure and evaluation criteria - any ambiguity, omission, or internal contradiction, or any feature that is unclear or that appears discriminatory or restrictive, they should seek clarification from the Procuring Entity, in writing, within the period specified in the SBD. Consultants should ensure that they submit a fully responsive proposal including all the supporting documents requested in the SBD. It is essential to ensure accuracy in the curricula vitae of key staff submitted with the proposals. The curricula vitae should be signed by the individuals and dated and signed by the proposing firms. Noncompliance with important requirements may result in the rejection of the proposal. Once the technical and financial proposals are received and opened, consultants shall not be required nor permitted to change the substance and the key staff or to change the quoted fee. Minor modifications may be made at the stage of negotiations per the provisions of the SBD.</p> <p><b><i>Confidentiality</i></b></p> <p>The procedure of proposal evaluation shall be confidential until the contract award is notified to the successful firm. Confidentiality enables the Procuring Entity and BPP to avoid improper interference or the perception of it. If during the evaluation procedure, consultants wish to bring information to the notice of the Procuring Entity, BPP, or both, they should do so in writing per the provisions of the SBD.</p> <p><b><i>Complaints</i></b></p> <p>The Procuring Entity is responsible for the selection and award procedure and candidates should address themselves to the Procuring Entity for any queries, issues, and possible complaints. In the case of a complaint regarding a specific selection procedure, such a complaint should first be introduced in writing to the Procuring Entity, per these Regulations.</p> <p><b><i>Information on Contract Award</i></b></p> <p>Information on contract awards will be published in the procurement journal and on the websites of the Procuring Entities concerned and the website of the BPP. If, after notification of the award, a consultant wishes to ascertain the grounds on which its Proposal was not selected, it should address its request to the Procuring Entity. If a discussion is arranged, only the Proposal of the consultant can be discussed and not the Proposals of other consultants who participated in the selection.</p>	
(5)	<p style="text-align: center;"><i>Schedule 5</i></p> <p style="text-align: center;"><b>PROCUREMENT FILING</b></p> <p><b>Section 40.</b></p> <p>1. The experience is that lack of an efficient filing system causes long and costly delays in the search for documents at critical moments when procurement, Independent Post Reviews are needed by BPP, or procurement audits are required</p>	

	<p>by the Auditor-General. BPP will issue Regulations separately on maintaining elements of records of procurement proceedings:</p> <ul style="list-style-type: none"> <li>• Description of the goods, works, or consulting services requested, usually in the invitation to tender (for goods and works) or the Standard Bidding Document Standard Bidding Document for consulting services).</li> <li>• Document prescribing the selection of the tender method or consultant selection method and the reason for this.</li> <li>• Lists of tenderers who submitted tenders or proposals, with names and addresses, usually obtained from the registration of tender or proposal submissions and the minutes of opening of tenders and proposals.</li> <li>• Minutes of tender and proposal opening, with recording of prices. Tender and proposal evaluation reports.</li> <li>• List and summary of clarifications asked during prequalification, tender/proposal submission, and evaluation (per tender and per proposal).</li> <li>• Records of formal rejection of tenders or proposals and the grounds thereof.</li> <li>• Records of procurement proceedings involving other than open competitive tendering, which did not result in a procurement contract and a statement on the likely reasons.</li> <li>• Document by which it was decided to proceed with direct contracting and the reason for this.</li> <li>• Document whereby it was decided to proceed to limited tendering and to grant a margin of preference and the grounds for this.</li> <li>• Record any complaints received from candidates and the responses sent.</li> </ul>									
(6)	<p style="text-align: center;"><i>Schedule 6</i></p> <p style="text-align: center;">SELECTION METHODS AND THRESHOLDS OF APPLICATION</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><i>Selection Method</i></th> <th style="text-align: left;"><i>Limit of Application</i></th> </tr> </thead> <tbody> <tr> <td>Quality and Cost-Based Selection (QCBS)</td> <td>Naira 25 million and above</td> </tr> <tr> <td>Consultants Qualification Selection (CQS)</td> <td>Less than Naira 25 million</td> </tr> <tr> <td>Least Cost Selection (LCS)</td> <td>Less than Naira 25 million</td> </tr> </tbody> </table>	<i>Selection Method</i>	<i>Limit of Application</i>	Quality and Cost-Based Selection (QCBS)	Naira 25 million and above	Consultants Qualification Selection (CQS)	Less than Naira 25 million	Least Cost Selection (LCS)	Less than Naira 25 million	
<i>Selection Method</i>	<i>Limit of Application</i>									
Quality and Cost-Based Selection (QCBS)	Naira 25 million and above									
Consultants Qualification Selection (CQS)	Less than Naira 25 million									
Least Cost Selection (LCS)	Less than Naira 25 million									



--	--	--