

# GOVERNMENT OF GUYANA



STANDARD REQUEST FOR PROPOSAL

## SELECTION OF CONSULTANTS- Individual

## **Introduction**

This Standard Procurement Documentation has been prepared by the NPTA for use by the Procuring Entities in the procurement of consulting services from individual consultants on a lump-sum price basis.

The procedures and methods presented in this document have been developed on the basis of practical experience, and are mandatory for use in the procurement carried out in whole or in part from the state funds in accordance with the provisions of the Procurement Act, 2003 and Regulations 2004.

Request for additional information can be forwarded to:

[National Procurement and Tender Administration Board](#)  
[Main & Urquhart Streets, Georgetown, Guyana.](#)  
[Tel Numbers: 227-0094, 223-7041, 223-7042](#)

Or visit our website:

[www.nptaguyana.org](http://www.nptaguyana.org)

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**NPTA**

**Georgetown**

[ insert date of issuance ]

**Letter/Notice Soliciting Expressions of Interest**

1. The Procuring Entity (hereinafter referred to as the “the Purchaser”) invites individual consultants to express interest in providing the services referred to in this paragraph. If you wish to express your interest, please submit curriculum vitae (CV) to provide consulting services on \_\_\_\_\_(brief description of services).
2. If you are selected as a consultant, you should provide assistance to the Purchaser \_\_\_\_\_ (hereinafter referred to as the Client) in \_\_\_\_\_. (See detailed description of consultative services in the attached Terms of Reference).
3. Description of experience and qualifications should comply with the requirements listed in the Terms of Reference. The evaluation of the curriculum vitae will be carried out taking into account qualifications and experience of candidates in accordance with the following criteria:

	<b>WEIGHT OF SCORES</b>
a) Practical experience, including specific experience directly related to assignment	
b) To the extent relevant, knowledge of prevailing local conditions, language, administrative system	
Total possible qualification score:	100

4. **Bid Securing Declaration**  
A Bid Securing Declaration is Applicable.
5. **Compliances**  
Bidder must submit valid certificates of compliance from the Guyana Revenue Authority (GRA) and the National Insurance Scheme (NIS), and VAT registration (*where applicable*)
6. **Evaluation Criteria**  
The Employer will award the Contract to the Bidder whose bid is determined to be substantially responsive to the bidding documents, and who offers the Lowest Evaluated Bid Price, provided that this Bidder has been determined to be eligible and met the qualification requirements in accordance with Criteria in Annex No. 4

7. After evaluation of the curriculum vitae of individual consultants, the maximum scored candidate will be sent a Notification of results of selection and will be required to provide a financial proposal for services rendering according to the Terms of Reference, and will be invited to hold negotiations and sign the contract. Contract negotiations may be carried on by fax, telephone or email. In case of delay, the Client has a right to withdraw the Letter of Invitation, and in case of a failure to reach an agreement under the Contract, negotiations with the individual consultant will be terminated, and new negotiations will be held with the next highest scored candidate.

8. You should start to perform the assignment on..... (date). The Client will take any required measures for the selection of consultant during that period.

9. According to the evaluation to perform that assignment, it is required .....(Specify period).

10. Please, consider that the expenses on preparation of a curriculum vitae and negotiation under the contract shall not be reimbursed as direct expenditures on the assignment.

11. The following documents are attached to this Letter of Invitation and may be obtained from the procuring entity.

- I. Sample Form of Curriculum Vitae.
- II. Terms of Reference.

12. For further information on the assignment and local conditions, please, contact Mr./Ms... at the following telephone number, fax, e-mail and address: \_\_\_\_\_

13. Please, send Curriculum vitae by fax, email, or at the above address .....before..... (specify date).

14. The Client is not legally bound to accept any curriculum vitae submitted to him.

15. Please, inform us:  
(a) that you received the Letter of Invitation;  
(b) whether you will (or will not) submit a curriculum vitae.] .....

Yours sincerely, \_\_\_\_\_ / \_\_\_\_\_  
(signature) Full name

**Annex No.1**

**Sample Form of Curriculum Vitae**

Name of Assignment:	
Full name of Consultant:	
Profession:	
Date of Birth:	
Nationality:	
Detailed description of tasks assigned:	

**Major qualifications:**

*(List experience and education of the consultant directly related to the tasks assigned. Publications in the area of assignment, experience in the required area, career development according to the assignment requirements, the required foreign experience, knowledge of local features, experience within the country of Client and region. Describe obligations entrusted the employee regarding previous assignments, specifying the dates and locations. Provide information on \_\_\_pages.)*

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**Education:**

*[Indicate higher (university/institute) and specialized education received by the employee, giving names of institutions, dates of attendance and degrees obtained. Information is to be presented on \_\_\_\_\_pages).*

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**Previously occupied positions:**

*Starting from the current position, list in reverse chronometric order all previously occupied positions. List every employment held by the consultant since graduation, giving the dates, names of organizations, positions and locations of execution. When indicating experience acquired for the last ten years, indicate also the type of activities performed, names of clients who are able to provide references. Information is to be provided on \_\_\_\_\_pages*

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**Languages:**

*When listing languages, indicate the level of mastery: fluently, good, satisfactorily, or poor - speaking, reading, and writing*

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**Certification:**

I, the undersigned, certify that to the best of my knowledge, the above information about me is true and it correctly reflects my experience and qualification.

\_\_\_\_\_ *Date:* \_\_\_\_\_  
*[Signature of consultant]* *day/month/year*

Full name of consultant: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

## **TERMS OF REFERENCE**

Major sections of TOR include:

1. Information of services required
2. Objectives of assignment
3. Scope of works
4. Expected results
5. Required qualification and experience, and basis for evaluation (evaluation criteria)
6. Duration of assignment and calculation of temporary costs
7. Methods and conditions of works
8. Required reporting



## EVALUATION REPORT

<b>Date:</b>
<b>(1) Name of organization:</b>  <b>Address:</b>  <b>Telephone/fax No:</b>
<b>(2) Name of Consulting Assignment:</b>
<b>(3) Total Cost Estimate of Assignment (including fees, petty, travel expenses, etc.):</b>
<b>(4) Period of Assignment:</b>
<b>(5) Date of Dispatch or Publication of the Letter of Invitation:</b>
<b>(6) Full name of individual consultants invited:</b> 1) 2) 3) 4)
<b>(7) Base for evaluation criteria</b>  General qualification <input style="width: 50px; height: 15px;" type="text"/> Score • • • Specific experience directly related to assignment • • • Language and knowledge of local conditions and administrative system • • •

<b>(8) Deadline for submission of CVs:</b>		
<b>(9) Full name of the consultants submitted CVs:</b>		
1)		
2)		
3)		
4)		
<b>(10) Members of Evaluation Committee: (Full name, title of each member)</b>		
1)		
2)		
3)		
<b>(11) Evaluation summary: (Attach summary of evaluation of each candidate's CV regarding TOR and other criteria/ evaluation requirements).</b>		
<b>(12) Results of evaluation of CVs:</b>		
Full name of shortlisted consultants	Advantages	Disadvantages
1		
2		
3		
<b>(13) Based on an evaluation of the CV's and a ranking of the consultants in accordance with the evaluation criteria ,and compliance with the qualification requirements and requirements specified in TOR, the Committee recommends awarding the Contract to the following candidate:</b>		
Full name of individual consultant: _____		
Contract Price: (to be identified in negotiations)		
Period of Consulting Services: (to be identified in negotiations)		
Complaints (if any)		

**Signature of Chairperson of Evaluation Committee: \_\_\_\_\_**

**Members:** (1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

### Evaluation Sheet for selection of Individual consultant

No.	Full name of consultants	Age	General qualification (---scores)		Specific Experience directly related to assignment (---scores)		Knowledge of language and transfer of knowledge and skills to local employees (---scores)		Adequacy of approach (---scores)		Total scores  (B) + (D) + (F) (G)
			Rating * (A)	(A) x (scores) (B)	Rating * (C)	(C) x (scores) (D)	Rating * (E)	(E) x (scores) (F)	Rating * (G)	(E) x (scores) (H)	

RATING:	POINTS	GENERAL	POINTS	SPECIFIC TO PARTICULAR ASSIGNMENT	POINTS	ADEQUACY OF APPROACH	POINTS	TOTAL POINTS
The highest adequacy	100% or 1.0	Education	5	Specific Qualification related to the assignment	20	Adequacy of workplan	5	
Adequacy	90% (or 0.9)	Qualification	15	Specific Experience related to the assignment	15	Quality of workplan	5	
Good	80% (or 0.8)	Membership of professional organization	5	Language and knowledge of region/local conditions. points	5	Technical approach	10	
Poor	60% (or 0.6)	Publications and professional attainment	5			Methodology	10	
Unsatisfactorily	50% (or 0.5)	<b>TOTAL</b>	<b>30</b>	<b>TOTAL</b>	<b>40</b>	<b>TOTAL</b>	<b>30</b>	

**Notification of Results**

**Date:**

**To:**                    *(Full name of Consultant)*  
                              *(Address of Consultant)*

1. This is to notify you that your information and qualification in the form of Curriculum Vitae dated the \_\_\_\_\_ of \_\_\_\_\_ 200\_\_ for providing consulting services has been compared in the evaluation and has obtained the maximum scores. You are therefore determined to be successful.
2. This is to offer you to submit your financial proposal (lump-sum price and reimbursable expenses) for providing consulting services \_\_\_\_\_(brief description of services) in order to commence negotiations and sign the contract.
3. Negotiations on the Contract will be held either by fax, telephone, or email. In case of an unreasonable delay by the Consultant, the Client has a right to withdraw the Invitation for negotiation under the Contract that is reflected in this Notification. In case of a failure to reach an agreement under the Contract, negotiations with individual consultant will be terminated, and new negotiations will be held with a candidate who would have won the second place according to the evaluation scores.
4. You should commence the assignment on... .....(Date). The Client will take any required measures for the selection of consultant during that period.
5. According to the evaluation to perform that assignment, it is required \_\_\_\_\_ (specify period).
6. Please, consider that the expenses incurred for negotiations under the contract shall not be reimbursed as direct expenditures on the assignment.
7. The following documents shall be attached to the Notification:
  - a. Form of Price Schedule and Reimbursable Expenses.
  - b. Form of Contract.
8. For further information, please, contact Mr. \_\_\_\_\_ at the following number and address:
9. Please, send your financial proposal by fax, email or at the above address before \_\_\_\_\_(indicate the date)

Yours sincerely,

Manager of procuring entity \_\_\_\_\_



## Cost Estimate of Services and Schedule of Rates

### (1) Remuneration

Full name	Rate (per working day)	Working hours (number of working days)	Total (monetary unit)
(b)			
(c)			
			<b>Sub-Total (1)</b>

### (2) Reimbursable expenses<sup>1</sup>

	Rate	Calendar days	Total
(a) International Travels			
(b) Local Transport			
(c) Services of Interpreter			
(d) Per Diem			
			<b>Sub-Total (2)</b>

Total Cost	
Contract Ceiling	

<sup>1</sup> Include expenses for international travels, local transport, travel expenses, visas, airport charges, other expenses related to travels; expenses are reimbursed based on their actual price upon having supporting documents/receipts, exclusive of per diem (rates of per diem is fixed and includes cost of accommodation, food and subsistence level for the period spent in traveling).

**LUMP-SUM PRICE  
CONTRACT FOR CONSULTING SERVICES**

**CONTRACT**

THIS CONTRACT \_\_\_\_\_ [insert name of contract] is entered into this \_\_\_\_\_ [insert starting date of assignment] by and between \_\_\_\_\_ [insert Client's name] ("the Client"), having been registered at the address \_\_\_\_\_ [insert Client's address], and \_\_\_\_\_ [insert Consultant's name] ("the Consultant"), having its principal office located at \_\_\_\_\_ [insert Consultant's address].

WHEREAS, the Client wished to have the Consultant to perform the services hereinafter referred to; and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services** (a) The Consultant shall perform the services specified in the Terms of Reference which is the integral part of this Contract.

(b) The Consultant shall submit to the Client the reports in the form and within the time periods specified in the Terms of Reference.

2. **Term** The Consultant shall perform the Services during the period commencing \_\_\_\_\_ and continuing through \_\_\_\_\_, or any other period as may be subsequently agreed by the parties in writing.

3. **Payment** (a) Ceiling

For Services rendered pursuant to Annex No.2, the Client shall pay the Consultant an amount not to exceed \_\_\_\_\_. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

(b) Schedule of Payments

The schedule of payment is specified below:

Amount	Currency
_____	_____ upon the Client's receipt of a copy of this Contract signed by the Consultant
_____	_____ upon the Client's receipt of the draft report, acceptable to the Client; and

\_\_\_\_\_ upon the Client's receipt of the final report, acceptable to the Client.

\_\_\_\_\_ Total

(c) Payment Conditions

Payment shall be made in \_\_\_\_\_ [specify currency] not later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. **Client**
- (a) Coordinator. The Client designates Mr./Ms \_\_\_\_\_ as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports or of other deliverables by the Client and for receiving and approving invoices for the payment.
  - (b) Reports. The reports listed in the Consultant's Reporting Obligations, shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.
5. **Defects Liability**
- The Employer will hold the Consultant liable for his/her design for a period of no less than.....[to be determined].
- The form of compensation to be determined also.
6. **Liquidated Damages**
- Any delay on the part of the Consultant in completing the assignment/service within the stipulated period will render him liable to pay liquidated damages as follows:
- (a) A rate of 0.02 % per week of the bid price
  - (b) A maximum of 5 % of contract price
  - (c) Thereafter, the procuring Entity has the right to cancel the contract and demand all form of damages
7. **Mobilization Advance**
- The Employer shall make advance payment to the Consultant in the amount of 20% on the signing of the contract on the provision of a bond. Mobilization advance to be repaid as specified in the contract.
8. **Performance Bond**
- The Performance bond shall be 10% of the Bid Sum.
9. **Retention**
- For the purposes of correction of possible defects, the Employer shall retain from each payment a portion of the funds in the sum of 10 % of the contract sum is paid only at the expiration of defects liability period
10. **Penalties**
- A Penalty for slow performance or non-performance will be imposed in the rate prescribed for Liquidated Damages. Slow or non-performance will be assessed against the project's approved work Programme and will commence from the first quarter of the project life.



After 10 % of the contract sum is deducted for penalties, the procuring entity has the right to cancel the contract and demand all form of damages

11. **Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional, ethical and moral competence.
12. **Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business and operations without the prior written consent of the Client.
13. **Ownership of Material** Any studies, reports and other material, graphic, software and otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
14. **Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

15. **Insurance**            The Consultant will be responsible for taking out any appropriate insurance coverage.

**16. Termination**

16.1.1 The Procuring Entity may, by written notice, terminate the Contract if the Consultant causes a fundamental breach of the Contract.

16.1.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- a. the Consultant has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- b. the Consultant fails to correct a defect within a reasonable period of time determined by the Procuring Entity;
- c. the Consultant does not maintain a security which is required;

16.1.3 Notwithstanding the above, the Procuring Entity may, written notice, terminate the Contract for convenience.

16.1.4 If the Contract is terminated the Consultant shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

**17. Payment upon Termination**

17.1 If the Contract is terminated because of a fundamental breach of Contract by the Consultant, the Consultant is entitled to be paid for the value of the services done less advance payments received, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

17.2 If the Contract is terminated at the Procuring Entity's convenience, the Consultant is entitled to payment for the value of the conforming services performed, the reasonable cost of removal of Equipment, repatriation of the Consultant's personnel employed solely on the services, and less advance payments received, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

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

19. **Law  
Governing  
Contract and  
Language**            The Contract shall be governed by the laws of Guyana, and the language of all communication between the Client and the Consultant shall be English.

20. **Dispute  
Resolution**            Any dispute which cannot be amicably settled between the parties, shall be referred to adjudication or arbitration in accordance with the laws of Guyana.

**FOR THE CLIENT**

**FOR THE CONSULTANT**

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

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

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

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