



REQUEST FOR PREQUALIFICATION (RfPQ)

Establishment of an Expert Engagement Framework for Climate Finance Support

Client: Development Bank of Nigeria Plc.

Country: Nigeria

REQUEST FOR PREQUALIFICATION (RfPQ)

Establishment of an Expert Engagement Framework for Climate Finance Support

Issuing Entity	Development Bank of Nigeria Plc.
RfPQ Reference	DBN/PIU/CFU/RfPQ/2026/01
Issue Date	05 February 2026
Submission Deadline	12:00PM - WAT, 06 March 2026
Submission Method	Email submission (PDF) to: audit@devbankng.com
Clarifications	Send questions by email to: climatefinance@devbankng.com Not later than: 19 February 2026

Important Notice: This RfPQ is issued solely to establish a prequalified roster/pool of Individual Experts and Consulting Firms for future assignments. Prequalification does not guarantee any contract award. Any engagement will be subject to the applicable procurement method, approvals and a separate contract/calloff agreement.

Table of Contents

1. Background and Objectives	4
2. Scope of Services and Areas of Expertise	5
3. Instructions to Applicants.....	6
3.1 Who may apply	6
3.2 Submission requirements	6
3.3 Clarifications and amendments.....	6
3.4 Validity	6
3.5 Costs.....	6
4. Eligibility and Integrity Requirements	6
5. Prequalification and Evaluation Methodology	7
5.1 Administrative/Eligibility Review (Pass/Fail)	7
5.2 Technical Qualification – Individual Experts.....	7
5.3 Technical Qualification – Consulting Firms.....	7

5.4 Roster categories and grading	8
6. Roster Management and Engagement Procedures	8
6.2 Audit trail for direct contracting	8
6.3 Contracting arrangements	9
6.4 Performance monitoring and roster updates	9
6.5 Roster governance and integrity controls	9
7. Data Protection and Confidentiality	9
8. Annexes and Application Forms	9
Annex A – Application Submission Form (Mandatory)	9
Annex B1 – Individual Expert Profile Sheet (Individuals only)	10
Annex B2 – Curriculum Vitae (CV) Template (Individuals)	10
Annex B3 – Individual Declarations (Mandatory)	11
Annex C1 – Firm Information Sheet (Firms only)	11
Annex C2 – Firm Experience (Firms only)	11
Annex C3 – Key Personnel (Firms only)	11
Annex C4 – Firm Declarations (Mandatory)	12
Annex D – Categories / Areas of Expertise (Select applicable)	12
Annex E – Reference Contacts (Mandatory)	13
Annex F – Call-Off Consulting Services Agreement (Template)	14
Annex G – Direct Contracting Justification Note (Template)	18
Annex H – Roster Governance Clause	19

I. Background and Objectives

The Development Bank of Nigeria (DBN) is a wholesale development finance institution licensed and supervised by the Central Bank of Nigeria (CBN), with the mandate to address access-to-finance gaps for underserved Micro, Small and Medium Enterprises (MSMEs) in Nigeria. With business and governance models anchored in internationally recognized best practices, DBN performs a catalytic role by facilitating financially sustainable and transparent access to finance through eligible Participating Financial Institutions (PFIs). DBN provides medium- and long-term financing in local currency (Naira) and partial credit guarantees (through its wholly owned subsidiary, Impact Credit Guarantee Limited), supported by funding and technical assistance from development partners including the World Bank, African Development Bank (AfDB), German Development Bank (KfW), French Development Agency (AFD), and the European Investment Bank (EIB).

In response to the increasing need to mobilize climate finance at scale and align Nigeria's financial sector with national and international climate commitments, DBN has established a dedicated Climate Finance Unit (CFU) to coordinate climate-related strategies, partnerships and investments across the Bank. DBN has been accredited as a Direct Access Entity (DAE) to the Green Climate Fund (GCF) and is implementing a GCF Readiness and Preparatory Support Programme, alongside other climate-related technical assistance initiatives, including support from the Climate Investment Funds (CIF).

To fulfil its climate finance mandate and maximize the strategic benefits of DBN's climate fund engagement, the Bank is strengthening its institutional capacity across governance, policies, systems, staffing and operational procedures in line with GCF requirements and international good practice. This includes enhancing capacities related to environmental and social safeguards (ESS), gender, monitoring and evaluation (M&E), climate risk management, project appraisal, and stakeholder engagement, as well as preparing for potential accreditation and programming support for other climate funds such as the Adaptation Fund (AF).

Beyond institutional strengthening, DBN intends to operationalize its role by developing and implementing a robust, high-quality pipeline of climate investments and technical assistance that meet climate fund standards. In particular, targeted technical support is required to identify, structure and package climate investment concepts aligned with Nigeria's Nationally Determined Contributions (NDCs) and national development priorities, and to translate those concepts into investment-grade deliverables such as concept notes, feasibility studies, funding proposals, tools, and training materials.

Accordingly, DBN seeks to establish an Expert Engagement Framework to pre-qualify firms and individual consultants with specialized expertise in climate finance, fiduciary standards, environmental and social safeguards, monitoring and evaluation, climate fund programming and sector specific technical areas. The framework will enable DBN to mobilize qualified expertise on a flexible basis to support the implementation of its climate finance mandate and compliance with GCF, AF and Global Environment Facility (GEF) requirements. A core principle of this Expert Engagement Framework is institutional capacity building and knowledge transfer. All assignments undertaken under this framework are expected to contribute to strengthening DBN's ability to independently manage climate finance programmes. Accordingly, consultants will be required not only to deliver high-quality outputs but also to embed learning through hands-on engagement, training and development of practical tools and guidance for DBN staff.

The objectives of this prequalification are to:

- Create a vetted pool of experts and firms across priority climate finance disciplines.
- Improve speed and quality of mobilizing technical assistance for climate finance workstreams.
- Strengthen procurement documentation and audit trail for subsequent engagements.
- Standardize eligibility, integrity and conflict-of-interest checks up-front.

This RfPQ is designed in line with international good practice for consultant rosters used by climate funds.

2. Scope of Services and Areas of Expertise

Applicants may apply for one or more areas of expertise (Categories). DBN may engage roster members for assignments such as:

- Climate fund accreditation and compliance support, including institutional diagnostics, gap assessments, policy and framework development and readiness activities.
- Development and review of climate finance concept notes and funding proposals for mitigation and adaptation programmes, including supporting technical and financial documentation.

- Integration of climate risk, ESG, and environmental and social safeguards into financial products, portfolios and green or climate finance lines.
- Design and strengthening of monitoring, evaluation, and climate impact measurement systems, including results frameworks and reporting.
- Provision of sectoral, technical, analytical and data-driven support to inform climate finance decision-making and project appraisal.

DBN anticipates that assignments may be delivered remotely and/or in Nigeria, with durations ranging from a few days to several months. DBN will specify deliverables, timelines, and payment terms in each call-off contract.

3. Instructions to Applicants

3.1 Who may apply

Applications are open to qualified Individual Experts (natural persons) and Consulting Firms (legal entities).

An applicant may submit as both an individual and as a firm, provided separate applications are submitted.

3.2 Submission requirements

- Submit one consolidated PDF file per application (Individual or Firm).
- Use the Annex forms provided in Section 8. Incomplete forms may lead to rejection.
- All documents should be in English. Where documents are in another language, provide an English translation.
- Submission must be received by the deadline stated on the cover page.

3.3 Clarifications and amendments

Applicants may request clarifications by the date indicated on the cover page. DBN may issue an addendum to this RfPQ at any time prior to the submission deadline. Applicants are responsible for monitoring communications and ensuring compliance with any addenda.

3.4 Validity

Applications shall remain valid for a minimum of 180 days from the submission deadline. If prequalified, roster membership will be valid for an initial period of twenty 24 months, renewable at DBN's discretion.

3.5 Costs

Applicants shall bear all costs associated with preparing and submitting their applications.

4. Eligibility and Integrity Requirements

DBN applies integrity standards consistent with good international practice. Applicants shall not have conflicts of interest, shall not be subject to sanctions/debarment by DBN or relevant development

partners, and shall comply with applicable anti-corruption and anti-money laundering laws. Applicants must submit signed declarations in the Annexes.

Ineligible applicants include those that:

- Are currently debarred/suspended by a government or a multilateral development bank.
- Have been convicted of corruption, fraud, coercion, collusion or other serious professional misconduct.
- Have a conflict of interest that cannot be mitigated (e.g., preparing ToR/specifications and later bidding for the same assignment).
- Refuse to permit audit/inspection rights required under DBN and applicable donor-funded agreements.

Any attempt to improperly influence the evaluation process will result in immediate disqualification.

5. Prequalification and Evaluation Methodology

Prequalification will be conducted in two stages:

- (i) Administrative/Eligibility Review (pass/fail), and
- (ii) Technical Qualification Assessment (scored). DBN may verify information provided, including reference checks.

5.1 Administrative/Eligibility Review (Pass/Fail)

Applications must include all mandatory forms and declarations and meet the minimum eligibility requirements. Failure on any pass/fail requirement may result in disqualification.

5.2 Technical Qualification – Individual Experts

Indicative scoring matrix (DBN may refine as needed):

Criterion	Description	Max Points
Education and professional certification	Relevant degree(s) professional memberships / certifications.	20
Relevant experience	Years and relevance of experience in selected categories; complexity and results.	40
Assignment references	Quality of references and evidence of deliverables (reports, links, samples).	25
Availability and local context	Availability, Nigeria context / field experience where relevant.	15

Minimum technical score for prequalification - **Individuals**: 75 points out of 100.

5.3 Technical Qualification – Consulting Firms

Indicative scoring matrix (DBN may refine as needed):

Criterion	Description	Max Points
Corporate profile and capacity	Legal status, years in operation, relevant capabilities.	15
Relevant assignment experience	Similarity and scale of completed assignments in selected categories.	45
Key personnel	Strength and relevance of proposed key experts and their CVs.	25
Quality assurance and risk management	QA/QC approach, safeguarding, data protection, and delivery arrangements.	15

Minimum technical score for prequalification - **Firms:** 75 points out of 100.

5.4 Roster categories and grading

DBN may classify prequalified roster members by (i) Category/Area of Expertise and (ii) Level/Grade, to support efficient selection.

Suggested grading (Individuals):

- Lead Expert: 10+ years relevant experience, strong track record leading similar assignments.
- Senior Expert: 7–10 years relevant experience, can lead components and supervise teams.
- Mid-level Expert: 4–6 years relevant experience, delivers defined outputs with supervision.
- Junior/Analyst: 1–3 years relevant experience, research and analytical support.

DBN reserves the right to seek clarifications but not to permit substantive changes to submitted applications.

6. Roster Management and Engagement Procedures

6.1 Use of roster

The roster will be used to support climate finance assignments. For each assignment, DBN will determine the most appropriate procurement approach, which may include:

- Mini-competition among roster members (requesting technical and financial proposals), or
- Direct contracting with a roster member, where justified (e.g., continuity of work, unique expertise, emergency/time-critical need) and approved in line with DBN's procurement and approval framework.

6.2 Audit trail for direct contracting

Where direct contracting is used, DBN will document at minimum: (i) justification note; (ii) confirmation of roster eligibility and integrity checks; (iii) rate reasonableness/market check; (iv) approval; and (v) signed contract and deliverable acceptance evidence.

6.3 Contracting arrangements

Engagements will be governed by a call-off/short-form consultancy contract or services agreement that specifies scope, deliverables, timeline, payment, confidentiality, intellectual property, audit rights and termination provisions.

6.4 Performance monitoring and roster updates

DBN may evaluate roster members’ performance after each assignment and may suspend or remove members for poor performance, misrepresentation, integrity issues, or refusal to comply with contractual and audit requirements. DBN may reopen prequalification periodically to add new members.

6.5 Roster governance and integrity controls

To ensure transparency, value for money and auditability, DBN will apply the following roster governance controls:

- **Validity:** The roster will be valid for twenty-four (24) months from the date of publication, unless extended or replaced by DBN.
- **Refresh and updates:** DBN may periodically reopen the prequalification to add new roster members and may update categories, grades, and contact details.
- **Performance review:** DBN will record assignment performance (quality, timeliness, responsiveness) and may use performance results to inform future call-offs and direct contracting decisions.
- **Suspension or removal:** DBN may suspend or remove a roster member for non-performance, breach of contract, material misrepresentation, confirmed integrity violations, or debarment by competent authorities or development partners (as applicable).
- **Conflict of interest (COI):** Roster members must disclose any actual, potential, or perceived COI and comply with DBN’s COI management measures, including recusal where required.
- **Integrity and compliance:** DBN applies zero tolerance for fraud, corruption, collusion, coercion, or obstruction. DBN may require updated declarations at call-off stage and may reject, suspend, or terminate engagements where integrity issues arise.

7. Data Protection and Confidentiality

DBN will handle personal and corporate information received through this process in accordance with applicable data protection laws and DBN’s internal policies. Information may be shared internally for evaluation and audit purposes, and externally with development partners where required for financed assignments. Applicants should clearly mark any proprietary information.

8. Annexes and Application Forms

Applicants must complete Annexes A–E as applicable. If a form is not applicable, write “N/A”. DBN may request additional supporting documents during evaluation. Annexes F–I are provided for information and internal DBN use to support call-offs, mini-competitions, direct contracting justification, and roster governance.

Annex A – Application Submission Form (Mandatory)

Applicant Type	<input type="checkbox"/> Individual Expert <input type="checkbox"/> Consulting Firm
-----------------------	---

Applicant Name	[Insert legal name / full name]
Contact Person (for firms)	[Insert]
Email / Phone	[Insert]
Categories Applied For	List category codes from Annex D
Country of Registration / Nationality	[Insert]
Submission Checklist	<input type="checkbox"/> All required forms completed <input type="checkbox"/> Declarations signed <input type="checkbox"/> Supporting documents attached
Signature / Date	[Insert]

Annex B1 – Individual Expert Profile Sheet (Individuals only)

Full Name	[Insert]
Nationality / Current Location	[Insert]
Primary Area(s) of Expertise	[Insert category codes]
Years of Relevant Experience	[Insert]
Highest Education	[Insert]
Key Certifications (if any)	[Insert]
Language(s)	[Insert]
Availability	[Insert]
Daily/Monthly Rate Expectation	[Insert currency and basis]
LinkedIn/Website (optional)	[Insert]

Annex B2 – Curriculum Vitae (CV) Template (Individuals)

Provide a CV (max 5 pages) with the following headings:

1. Name and contact details
2. Education (degree, institution, year)
3. Professional certifications
4. Employment history (role, employer, dates, responsibilities)
5. Relevant project/assignment experience (at least 3) – include client, country, dates, deliverables, and your role
6. Publications/writing samples (if relevant)
7. Referees (at least 2)

Annex B3 – Individual Declarations (Mandatory)

Tick and sign:

<input type="checkbox"/>	I declare that the information provided is true and complete.
<input type="checkbox"/>	I declare that I am not subject to any debarment/suspension and have no conflicts of interest that would affect my independence.
<input type="checkbox"/>	I agree to comply with DBN's integrity requirements and permit audit/inspection as required under any contract.
<input type="checkbox"/>	I agree that DBN may contact my references and verify my credentials.
<input type="checkbox"/>	I consent to DBN processing my personal data for evaluation, roster management, and audit purposes.
Signature / Date	[Insert]

Annex C1 – Firm Information Sheet (Firms only)

Legal Name of Firm	[Insert]
Country of Registration	[Insert]
Year Established	[Insert]
Registration Number / Tax ID	[Insert]
Head Office Address	[Insert]
Primary Contact Person	[Insert name, title]
Email / Phone	[Insert]
Website	[Insert]
Categories Applied For	[Insert category codes]
Brief Capability Statement (max 150 words)	[Insert]

Annex C2 – Firm Experience (Firms only)

List up to 10 relevant assignments in the last 7 years (add rows as needed):

Client	Assignment Title	Country	Period (mm/yy–mm/yy)	Value (approx.)	Role (Lead/Sub)	Key Deliverables/Results

Annex C3 – Key Personnel (Firms only)

Provide CVs for proposed key personnel and summarize below (add rows as needed):

Name	Role/Title	Category Code	Years Relevant Exp.	Key Qualifications	Availability

Annex C4 – Firm Declarations (Mandatory)

Tick and sign:

<input type="checkbox"/>	We declare that the information provided is true and complete.
<input type="checkbox"/>	We declare that the firm (and key personnel) are not subject to any debarment/suspension and have no conflicts of interest.
<input type="checkbox"/>	We agree to comply with DBN’s integrity requirements and permit audit/inspection as required under any contract.
<input type="checkbox"/>	We agree that DBN may contact our references and verify submitted information.
<input type="checkbox"/>	We have appropriate policies/procedures for quality assurance and professional conduct.
<input type="checkbox"/>	We consent to DBN processing our data for evaluation, roster management, and audit purposes.
Authorized Signatory / Date	[Insert name, title, signature]

Annex D – Categories / Areas of Expertise (Select applicable)

Tick the areas you are applying for and provide supporting evidence in your CV/experience forms.

Category Code	Area of Expertise	Examples of typical assignments / deliverables
CF-01	<input type="checkbox"/> Climate Fund Accreditation (GCF, AF, GEF, etc.)	Fiduciary gap assessments; policy / procedure drafting; evidence compilation; ESRMF and climate risk integration, development of gender policies,
CF-02	<input type="checkbox"/> GCF Programming Support for Concept Note and Funding Proposal development.	GCF CN drafting; theory of change/log frame; ESS & gender inputs; Pre-feasibility/feasibility studies; technical, economic and financial analysis; stakeholder mapping; co-financing narrative;
CF-03	<input type="checkbox"/> MRV & GHG Tools Development and Use	MRV frameworks; GHG inventories; baselines and emission reduction estimates; calculators/spreadsheets; dashboards; reporting templates; verification support
CF-04	<input type="checkbox"/> Climate Finance Training & Institutional Capacity Development	Climate change and climate finance training; institutional capacity diagnostics; capacity development plans; policy/procedure strengthening; training-of-trainers (ToT); development of toolkits, SOPs and coaching.

<p>CF-05</p>	<p><input type="checkbox"/> Sector-Specific Specialist Support (select one or more):</p> <ul style="list-style-type: none"> • Renewable energy & access (solar, wind, mini-grids), clean cooking, and energy efficiency (buildings/industry) • Climate-smart agriculture & agribusiness value chains (including irrigation), livestock, and food systems resilience • Forestry, land use & 	<p>Sector technical inputs to GCF programming (CN/FP); sector baselines and benchmarks; technical design options and costing; climate rationale and risk assessment; sector stakeholder engagement; alignment with national plans/strategies.</p>
	<p>landscape restoration (including REDD+ and nature-based solutions)</p> <ul style="list-style-type: none"> • Water resources, watershed management, WASH, and flood/drought risk management • Coastal resilience and the blue economy • Sustainable transport & mobility (mass transit, logistics, fleet electrification) • Cities & resilient infrastructure (green buildings, urban resilience, heat management) • Waste & circular economy (solid waste, wastewater, methane capture, recycling systems) • Industrial decarbonization (low-carbon materials, process heat, cleaner production) • Health and social resilience (heat stress, climate-sensitive diseases, community resilience)—where relevant • Other (specify): _____ 	

Annex E – Reference Contacts (Mandatory)

Provide at least two (2) references who can confirm your/your firm’s performance on relevant assignments.

Name	Organization	Role/Relationship	Email/Phone	Assignment Referenced

Annex F – Call-Off Consulting Services Agreement (Template)

CALL-OFF CONSULTING SERVICES AGREEMENT (TEMPLATE)

This Call-Off Consulting Services Agreement (the “Agreement”) is made on [DATE] between:

- 1) Development Bank of Nigeria Plc (“DBN”), a public limited liability company incorporated in Nigeria, having its registered office at [ADDRESS]; and
- 2) [CONSULTANT LEGAL NAME] (the “Consultant”), [an individual / a company incorporated in [JURISDICTION] with registration number [●] and address at [●]].

DBN and the Consultant are collectively the “Parties” and individually a “Party”.

WHEREAS:

- A. DBN established a prequalified roster/pool of Individual Experts and Consulting Firms under an Expert Engagement Framework Ref. No. [●] (the “Roster”).
- B. The Consultant has been prequalified on the Roster for Category(ies) [CF-___] and Grade/Level [●] (as applicable).
- C. DBN wishes to engage the Consultant to provide the services described in the Statement of Work (Annex A) (the “Services”), and the Consultant agrees to provide the Services in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions and interpretation

In this Agreement: (i) “Deliverables” means the outputs listed in Annex A; (ii) “SOW” means the Statement of Work in Annex A; (iii) “Business Day” means a day other than a weekend or public holiday in Nigeria. Headings are for convenience only. If there is any conflict, this Agreement prevails over its Annexes unless explicitly stated otherwise.

2. Scope of Services

The Consultant shall perform the Services and produce the Deliverables in accordance with the SOW (Annex A), including agreed workplan, methodology, and reporting requirements. The Consultant shall use due care, skill, and diligence consistent with recognized professional standards.

3. Deliverables, acceptance and change control

3.1 Acceptance: DBN will review each Deliverable within [10] Business Days of receipt and either (a) accept it in writing, or (b) provide written comments for revision. The Consultant shall address comments and resubmit within [5] Business Days (or as agreed).

3.2 Change control: Any change to scope, timeline, key personnel, or budget shall be made only through a written amendment signed by both Parties (or an agreed written change order).

4. Key personnel and substitution (where applicable)

4.1 Where the Consultant is a firm, the Consultant shall deploy the key personnel named in Annex C

(or the call-off award letter). Substitution is permitted only with DBN's prior written approval and with personnel of equal or higher qualifications and relevant experience.

4.2 Where the Consultant is an individual, the Consultant shall personally perform the Services and may not delegate without DBN's prior written consent.

5. Term and schedule

This Agreement commences on [START DATE] and continues until the earlier of (i) acceptance of all Deliverables, or (ii) [END DATE], unless terminated earlier under Clause 17. The Consultant shall comply with the milestone dates in Annex A.

6. Fees, expenses and payment

6.1 Fees: DBN shall pay the Consultant the fees set out in Annex B. Unless otherwise stated, fees are inclusive of all costs to deliver the Services except reimbursable expenses explicitly approved in writing by DBN.

6.2 Invoicing: The Consultant shall submit invoices in the format required by DBN, referencing the RfPQ and call-off reference, and attaching evidence of Deliverable acceptance (where milestone-based).

6.3 Payment: Subject to satisfactory performance and acceptance, DBN will pay undisputed invoices within [30] days of receipt.

6.4 Price reasonableness: DBN may request breakdowns and supporting documentation to confirm value for money.

7. Taxes

The Consultant is responsible for all applicable taxes, duties and statutory deductions under Nigerian law (including withholding tax), except to the extent DBN is legally required to withhold and remit amounts to the relevant authority. DBN will provide evidence of any withholding/remittance upon request.

8. Confidentiality

The Consultant shall keep confidential all non-public information received from DBN or generated in connection with the Services ("Confidential Information") and shall not disclose it to any third party without DBN's prior written consent. These obligations survive for [5] years after termination (or longer where required by law or DBN policy).

9. Data protection

Where the Services involve personal data, the Consultant shall comply with applicable data protection laws and DBN's reasonable instructions, including appropriate safeguards and prompt notification of any suspected data breach.

10. Intellectual property and ownership of Deliverables

Unless otherwise agreed in writing, all Deliverables and work products created specifically for DBN under this Agreement shall be the property of DBN upon payment. The Consultant retains ownership of pre-existing materials and grants DBN a perpetual, royalty-free license to use such materials to the extent incorporated in the Deliverables.

11. Records, audit and inspection rights

The Consultant shall maintain accurate records relating to performance and payments under this Agreement for at least [7] years and shall make such records available to DBN and (where applicable) DBN's auditors and development partners, subject to reasonable notice and confidentiality requirements.

12. Conflict of interest and non-collusion

The Consultant warrants that no conflict of interest exists that would materially impair objective performance. The Consultant shall promptly disclose any actual, potential, or perceived conflict of interest and cooperate with DBN's mitigation measures. The Consultant confirms it has not engaged in collusion, bid-rigging or other prohibited practices.

13. Compliance with laws; integrity; sanctions

The Consultant shall comply with all applicable laws and regulations and DBN policies notified in writing. DBN has zero tolerance for fraud, corruption, coercion, collusion or obstruction and may terminate immediately if such prohibited practices are determined. The Consultant represents that neither it nor its key personnel are subject to sanctions restrictions that would prohibit performance.

14. Warranties

The Consultant warrants that it has the necessary qualifications, experience, and capacity to perform the Services, and that the Services will be performed with due care and skill in accordance with professional standards.

15. Limitation of liability

Except for fraud, willful misconduct, gross negligence, breach of confidentiality, data protection breaches, or infringement of intellectual property, each Party's aggregate liability under this Agreement shall not exceed the total fees paid or payable under this Agreement.

16. Insurance (where applicable)

Where required by DBN or the SOW, the Consultant shall maintain appropriate professional indemnity and other relevant insurance coverage and shall provide evidence upon request.

17. Termination

17.1 For convenience: DBN may terminate for convenience on [15] days' written notice. DBN shall pay for Services properly performed and Deliverables accepted up to the termination date.

17.2 For cause: Either Party may terminate if the other Party materially breaches this Agreement and fails to remedy within [10] Business Days of notice. DBN may terminate immediately for integrity violations, material misrepresentation, or repeated non-performance.

17.3 Effects: Upon termination, the Consultant shall return or securely destroy DBN Confidential Information and hand over all work-in-progress and Deliverables to DBN.

18. Force majeure

Neither Party will be liable for failure to perform due to events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate. If the event continues for more than [30] days, DBN may terminate without penalty.

19. Dispute resolution and governing law

This Agreement is governed by the laws of the Federal Republic of Nigeria. The Parties shall attempt to resolve disputes amicably within [15] days. If unresolved, disputes shall be referred to arbitration in [Abuja/Lagos] under the Arbitration and Mediation Act (Nigeria) by a single arbitrator.

20. Notices

Notices shall be in writing and delivered by hand, courier, or email to the addresses set out in the signature block (or as later notified).

21. Assignment and subcontracting

The Consultant may not assign this Agreement or subcontract any material portion of the Services without DBN’s prior written consent. Where subcontracting is approved, the Consultant remains responsible for performance.

22. Entire agreement; amendments; severability

This Agreement, including its Annexes, constitutes the entire agreement between the Parties. Any amendment must be in writing and signed by both Parties. If any provision is invalid, the remaining provisions remain in force.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

For DEVELOPMENT BANK OF NIGERIA PLC

Name: _____

Title: _____

Signature: _____ Date: _____

For [CONSULTANT LEGAL NAME]

Name: _____

Title: _____

Signature: _____ Date: _____

Addresses/Emails for Notices:

DBN: [DBN ADDRESS] | [DBN EMAIL]

Consultant: [CONSULTANT ADDRESS] | [CONSULTANT EMAIL]

Annexes to this Agreement:

- Annex A – Statement of Work (SOW) and Deliverables
- Annex B – Fees, Payment Schedule and (if applicable) Reimbursable Expenses
- Annex C – Key Personnel / CVs (where applicable)
- Annex D – Integrity and Conflict of Interest Declarations (as applicable)

Annex G – Direct Contracting Justification Note (Template)

Use this template to document justification and approvals when DBN selects a single roster member for direct contracting.

RfPQ / Roster Ref. No.	[●]
Call-Off / Assignment Title	[●]
Category Code(s) (Annex D)	[CF-__]
Type of Consultant	[Individual / Firm]
Selected Consultant (Name)	[●]
Assignment Duration	[●]
Estimated Contract Value (NGN/USD/EUR)	[●]
Procurement Method	Direct Contracting (Roster Call-Off)
Justification (tick and explain)	<input type="checkbox"/> Continuity / follow-on <input type="checkbox"/> Unique expertise / sole capability <input type="checkbox"/> Urgency / time-critical delivery <input type="checkbox"/> Confidentiality / security considerations <input type="checkbox"/> Limited competition / only one suitable roster member <input type="checkbox"/> Other: [●] Explanation: [Provide concise justification linked to assignment needs and category code(s).]
Value for Money / Price Reasonableness	Rate card / benchmark used: [●] Comparison/analysis: [●] Negotiation outcome (if any): [●]
Conflict of Interest Check	<input type="checkbox"/> COI declaration obtained <input type="checkbox"/> COI identified and mitigated (describe): [●] <input type="checkbox"/> No COI identified
Integrity / Compliance Checks	<input type="checkbox"/> Declaration signed <input type="checkbox"/> Sanctions screening completed <input type="checkbox"/> Past performance reviewed Findings: [●]
Funding Source (if applicable)	

Attachments	<input type="checkbox"/> SOW/ToR <input type="checkbox"/> Consultant proposal/technical approach <input type="checkbox"/> Fee proposal <input type="checkbox"/> COI/Integrity declarations <input type="checkbox"/> Benchmark evidence <input type="checkbox"/> Approval emails/notes
Prepared by (CFU)	Name/Title/Signature/Date: _____
Reviewed/Approved	Procurement: _____ Legal: _____ PIU: _____ Management: _____

Annex H – Roster Governance Clause

The prequalified roster supports DBN climate finance assignments during the roster validity period. DBN may engage roster members through (i) mini-competition among suitable roster members or (ii) direct contracting where justified and approved in accordance with DBN’s procurement and approval framework. DBN may refresh the roster periodically, update categories / grades, and add new members.

DBN will maintain an audit trail for all call-offs (selection rationale, evaluation records where applicable, price reasonableness evidence, COI and integrity disclosures, approvals, signed contract, and deliverable acceptance). Roster members must disclose any actual, potential, or perceived conflict of interest and comply with DBN’s mitigation measures.

DBN may suspend or remove a roster member for non-performance, breach of contract, material misrepresentation, confirmed integrity violations, or debarment/sanctions (as applicable).