

FEDERAL REPUBLIC OF NIGERIA

REQUEST FOR PROPOSALS

for

Lump Sum Consulting Services

Time-Based Payments

ENGAGEMENT OF SECURITY FIRM FOR PROVISION OF SECURITY SERVICES FOR NACA OFFICE HEADQUARTER (ABUJA) & ZONAL OFFICES (LAGOS, GOMBE, KANO, AKWA-IBOM, & NASARAWA)

August 2021

INSTRUCTIONS TO SUPPLIERS

SUBMISSION OF PROPOSALS

Sealing and marking of Proposals

The suppliers shall submit the original and one copy of their Proposal in two separate sealed envelopes, one marked "original" and one marked "copy". The two envelopes shall then be enclosed in one single outer envelope. Both the inner and outer envelopes shall be addressed as follows:

(a) to the Purchaser as indicated in the Request for Proposal Proposals; and

(b) bearing the Project name (if applicable), the title and number of the Proposal as indicated in the Request for Proposal Proposals.

Deadline for the Submission of Proposals

Proposals must be received by the Purchaser at the address specified in below at the latest time and date specified in the Request for Proposals.

Any Proposal received by the Purchaser after the deadline for the submission specified below shall be returned unopened to the supplier.

Evaluation and Comparison of Proposals

The Purchaser shall evaluate and compare the Proposals as follows:

- Examine if the Proposal conforms to technical specifications and the required delivery time;
- Verify any arithmetical errors. For example, if the Proposal in figures is different from the Proposal in words, the amount in words shall prevail. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected;
- Tabulate the Proposals thus arrived at.

AWARD OF CONTRACT

Award of Contract

The Purchaser shall award the contract to the supplier whose Proposal has been determined to be substantially responsive to the requirements of the Request for Proposals and the lowest *evaluated* price, i.e. based on the quality of the items quoted for in accordance with the specifications.

Notification of Award

Notification of the award shall constitute the formation of the contract. This Notification shall be sent by registered mail, inviting the supplier to deliver the goods in accordance with the conditions of the Request for Proposals.

Signing of the Contract

Within fifteen (15) days following the notification of the award, the Purchaser shall sign and date the Form of Contract and send it back to the Supplier

Fraud and Corruption

The personnel of the Purchaser and the Suppliers shall adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract. In pursuance of this principle, they shall abstain at all times from corruption or fraudulent practices. Corruption and fraudulent practices are defined as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of an official in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more suppliers with or without the knowledge of the Purchaser, designed to establish prices at artificial, noncompetitive levels;

(iv) *"coercive practice"* means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a Contract.

(v) The Purchaser shall reject a proposal for award if it determines that the Supplier recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

Code of Conduct

"The Global Fund Code of Conduct for Suppliers"

Suppliers are advised to get acquainted with the global fund code of conduct for suppliers via the link provided below:

https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf

Whistle blowing and channel of reporting grievances and infractions.

"*Whistle blowing Policy"*

Suppliers are encouraged to send information on any infraction or grievances to the dedicated email account: ispeakoutnow@naca.gov.ng

or naca.ispeakoutnow@gmail.com

Letter of Invitation

Dear Sir:

1. The National Agency for the Control of AIDS (NACA) invites proposals for consulting services for the following assignment: **Provision of Security Services for NACA Offic e Headquarter (Abuja) & Zonal Offices (Lagos, Gombe, Kano, Akwa-Ibom, & Nasarawa)**. The purpose of doing the assignment is as follows: The consultant will lead and manage the review and development of the three national documents. The reviewed national documents shall provide practical strategies to ensure effective and efficient implementation of HIV prevention programs for all populations in Nigeria. They will be used at all levels – national, state and community by key stakeholders, policymakers and HIV program implementers. The documents will align with the goal of the Global Prevention Coalition of ending the AIDS epidemic by 2030, other national policy documents and contain global best practices on HIV/AIDS programming.

2. More details on the requested services are provided in the Terms of Reference included in the attached Request for Proposals.

3. The National Agency for the Control of AIDS (NACA) will make available the necessary documents and reports and other information concerning this assignment. You may obtain additional information at the following address: National Agency for the Control of AIDS (NACA) Ground Floor No. 3 Zinguinchor Street, Beside AEDC Office, Wuse zone 4, Abuja

4. A candidate will be selected on the basis of Least Cost Analysis.

5. The following forms are attached :

(*a*) Terms of Reference ;

(*b*) Model of Curriculum Vitae ;

(*c*) Model of Letter for submitting the Proposal;

(*d*) Form for Observations of the Consultant on the Terms of Reference ;

(*e*) Draft Contract, to be completed by the Consultant, including the financial proposal ;

Section B: Eligibility Requirements

i. The firm shall have at least Five (5) years' experience in providing security to corporate offices

ii. Evidence of registration with CAC
iii. Evidence of tax clearance for the last three years (2018, 2019 and 2020).
iv. Evidence of affiliate registration to national security bodies.
v. Minimum number of staff for the work as stated in the TORs and there should be evidence of the required experience in the Security services.
vi. Evidence of atleast 3 similar jobs provided to clients in both FCT and states

Section C: Submission Requirements

a. The Duly signed Technical and Financial proposal (in two separate sealed envelopes, one marked "original" and one marked "copy". The two envelopes shall then be enclosed in one single outer envelope) should be delivered on or before the due date and time by hand in **sealed envelope** indicating on the envelope "Security Services" to

National Agency for the Control of Aids (NACA)
No 3 Ziquinchor Street, Wuse Zone 4
Beside AEDC Office, Abuja.

b. Note that it is not permissible to transfer this invitation to any other firm.
c. Only proposal received through the physical address provided above will be considered. Upon submission of proposal, service provider are expected to fill bid register at the location address.
d. The submission deadline is **by 12 Noon on Wednesday 25th August 2021. Bids shall be opened immediately at** the Conference Hall National Agency for the Control of Aids (NACA) No 3 Ziquinchor Street, Wuse Zone 4, Beside AEDC Office, Abuja.
e. An evaluation using least cost selection criteria will be carried out on the submitted document and negotiation (if necessary) will be done before awarding the contract.
f. The recommended security service provider will be required to render the services base on the agreed terms and conditions.
g. All requests for clarifications should be directed to **the Head of Procurement via email at dbage@naca.gov.ng on or before Wednesday 25th August 2021.**

……..

Yours sincerely,

Bage Dawuda
Head Procurement
For Director General

A. TERMS OF REFERENCE

The National Agency for the Control of AIDS (NACA) is seeking for a competent security outfit firm to render a maximum-security service at the above stated offices.

2. Generally, scope of the assignment include but not limited to the following itemized task:

a) Provide NACA with well-trained guards
b) Provide security around building within NACA premises, including Director General's entrance, main reception, in and out main gate. Parking lot, Call/Resources Center area and building corridor.
c) Provide surveillance around the two gates leading to the premise
d) Provide physical territorial surveillance over NACA premises and appurtenance by preventing and warding off unauthorized persons and goods from the premises
e) Control visitors and vehicular access into office premises
f) Provide relief guards to cover periods of leave and sickness
g) Develop and summit a duty schedule of the guards to NACA Admin Department on a weekly basis
h) Ensure that all guards on duty are properly dressed and professional in appearance and manners
i) Use all reasonable endeavors to be available at all times for meeting and consultation on reasonable notice as required by NACA in connection to the contract agreement.
j) Not to have any authority to incur any expenditure on behalf of NACA
k) Provide all necessary security check kits for search at the point of entry; such as under search mirrow, scanning Garrett, torch light etc.
l) Provide weekly/monthly security report on all their activities
m) Inform the Agency when postings of existing guard is to be undertaken

Personnel Required:	52nos
NACA Headquarters	24nos
RSSH Office	4nos
Zonal Offices	24nos

3. Duration of Service will be for a period of one (1) year at the first instance, the service may be renewed base on the satisfactory performance as adjudged by the administrative department of the Agency.

4. Remuneration for the personnel will be base on Federal Government Minimum wage scale.

B. FORMAT OF CURRICULUM VITAE (CV)

Name : _____

Complete address :

Profession : _

Date of Birth : _____

Years of professional experience : _ Nationality : _

Membership in Professional Societies : ____

Detailed Tasks Assigned : __

Key Qualifications :
[*Give an outline of your experience and training most pertinent to tasks on assignment. Describe degree of responsibility you held on relevant previous assignments and give dates and locations. One page should be sufficient.*]

Education :
[*Summarize college/university and other specialized education, giving names of schools, dates attended, and degrees obtained. A page or less should be sufficient.*]

Employment Record :
[*Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

Languages :
[*For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.*]

Certification :

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

____ Date : ____
[*Signature of consultant*] *Day/Month/Year*

Full Name of Candidate :

C. PROPOSAL

[*Location, Date*]

To : [*Name and address of Procuring Entity*]

Mr/Mrs. :

I, the undersigned, offer to provide the consulting services for [*Title of consulting services*] in accordance with your Letter of Invitation dated [*Date*].

My fees are [net of taxes, estimated at…, as applicable]

I hereby submit my , which includes this Technical and Financial .

I understand that you are not bound to accept any Proposal you receive.

I remain,

Yours Truly,

Name of the Consultant :

Address :

D. OBSERVATIONS AND SUGGESTIONS OF THE CANDIDATE CONSULTANT ON THE TERMS OF REFERENCE

1.

2.

3.

4.

5.

CONTRACT

THIS CONTRACT ("*Contract*") is entered into this [*insert date*] by and between [*insert name of Procuring Entity*] ("*the Client*") having its principal place of business at [*insert place of business of Procuring Entity*] and [*insert name of consultant*] ("*the Consultant*") having his principal office located at [insert principle place of business of the consultant]**.**

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS , the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows :

1.1 The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Description of Services").

1.2 The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex,

1.3 The "Cost Estimate of Services", is listed in Annex C

2.1 The contract shall come into effect on the date [that the advance payment has been received by the Consultant – as applicable]. The Consultant shall perform the Services during the period commencing [insert starting date] and continuing through ….or any other period as may be subsequently agreed by the parties in writing.

3.1 ***Ceiling***—For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of [*insert ceiling amount*]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant for the duration of the assignment. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

3.2 ***Payment***—The Client shall pay the Consultant during the period of employment in the following manner :

(*a*) Rate on a monthly basis [1] ,

(*b*) Per day,

(*c*) Per hour (with a maximum of 8 hours per day) as agreed in Annex C.

3.3 ***Reimbursables***—The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to :

(*a*) normal and customary expenditures for official travel, accommodation, printing, and telephone charges ; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator ;
(*b*) such other expenses as approved in advance by the Client's coordinator.

3.4 (*a*) Advance payment: the Consultant shall receive an Advance Payment of [*insert amount in agreed currency*]to cover travel and subsistence expenses, which shall be subtracted from the reimbursables.

(*b*) Payments for the services shall be made in [*insert type of currency*] not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4, and on the basis of paragraphs 3.4 (c) and/or paragraph 4.2 (a).

(*c*) If Payments are made on the basis of reports submitted, payments shall be made as follows : [insert reference to Annex B]

4.1 ***Coordinator***—The Client designates Mr. *[insert name]* as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

4.2 (*a*) ***Time-Sheets***—During the assignment under this Contract, the Consultant shall furnish time-sheets detailing the time spent on the assignments or individual parts of it or other documents that register the time allocated to the assignment, including the expenditures incurred, as instructed by the Coordinator.

(*b*) ***Record Keeping***—The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. The Consultant will be responsible for taking out any appropriate insurance coverage.

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

11. The Contract shall be governed by the laws of [insert name of the Beneficiary's country], and the language of the Contract shall be [insert language].

12. Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country [or as otherwise agreed].

13. This contract may be terminated by either party on a 30 day's written notice. During such period, the Consultant shall complete ongoing tasks till the mutually agreed date of termination and the Coordinator shall ensure payment for such tasks and reimbursables – as well as requests for payments already submitted but not yet paid - in accordance with paragraph 3 above.

For the Client	*The Consultant*
Signed by	*Signed by*
Title :	*Title* :

LIST OF ANNEXES

Annex A : Cost Estimate of Services, and Activity Schedule
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Annex B : Consultant's Reporting Obligations.

ANNEX A

COST ESTIMATE OF SERVICES

(1) *Remuneration*

Rate /day in (currency)	***Number of Days***	***Total (currency)***

(2) *Reimbursables*

	Rate	***Units/Days***	***Total***

TOTAL COST

ACTIVITY SCHEDULE

Activity (Work)	*periods*											
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

ANNEX C
CONSULTANTS REPORTING REQUIREMENTS

Reports	Date
1. Inception Report	
2. Progress Reports (Quarterly)	
4. Final Report	