

FEDERAL GOVERNMENT OF NIGERIA

THE NATIONAL AGENCY FOR THE CONTROL OF AIDS (NACA)

STANDARD REQUEST FOR PROPOSALS

for the

Selection of Consulting Firms

Engagement of Warehousing Services

**National Agency for the Control of AIDS (NACA)
Invitation for Proposal No: NACA/PRO/1030/C-19GM
Issued on 30th August 2022.**

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NATIONAL AGENCY FOR THE CONTROL OF AIDS (NACA)
Engagement of Warehousing Services



Ref. No. NACA/PRO/1030/C-19GM/GF

Date of Issuance: 30th August, 2022

1. INTRODUCTION

The Global Fund for AIDS TB and Malaria project in the National Agency for the Control of AIDS (NACA) intends to use funds from the COVID 19 RM (C19 RM) grant

2. SCOPE OF SERVICE

This invitation is to solicit for reputable vendors with relevant experience to provide warehousing services and solution (receipt, storage and dispatch of commodities) for NACA commodities (health & non-health) that will be procured with the funds from the grant.

Duration 12 Months. To be renewed based on performance.

Location

FCT

1. General Eligibility Criteria

GENERAL ELIGIBILITY CRITERIA

- a. Evidence of Certificate of Incorporation with the Corporate Affairs Commission (CAC) including Form CAC1.1 or CAC02 and CAC07.
- b. Evidence of Company's Income Tax Clearance Certificate for the last three (3) years (2019, 2020 and 2021) valid till 31st December, 2022.
- c. Sworn Affidavit addressed to NACA and within the period of the advert :
 - a. Certifying that the company is not in receivership, insolvency or bankruptcy. Stating that no officer of NACA or Bureau of Public Procurement is a
 - b. Director or Shareholder or has any pecuniary interest in the bidder.
 - c. Also, that none of the Directors of the Company has been convicted for a criminal offence in relation to fraud or financial impropriety in any court in Nigeria or elsewhere.
 - d. And that all information presented in the bid is true and correct in all particulars.
- d. Company's Audited Account for the last three (3) years (2019, 2020 and 2021);
- e. Company's profile with the Curriculum Vitae of the Key Staff to be deployed for the service.,
- f. The minimum validity period of the Tender should be One Hundred and Twenty (120) Days:
- g. **Signed Cover letter attached to the technical submission with the company's letter head.**
Any submission with a cover letter will be disqualified:

2. Technical Requirement for Storage for warehouse space in Abuja, FCT

- (1) Warehouse location and size of warehouse space
- (2) Evidence of policy of storage of items (All stock shall be stored at least 10cm (pallet) off the floor, 30cm away from the walls and other stacks, and not more than 2.5m (8 feet) high. The arrangement should allow for easy cleaning and movement of personnel.
- (3) Policy on Temperature control and provision of a backup power supply to maintain a temperature.
- (4) Policy on space maintenance with temperature and humidity monitoring system in place
- (5) Policy on ventilation intense light, extraneous odours and other indications of contamination
- (6) Pallet and rack systems with units in the state of cleanliness and repair,
- (7) Policy on health, Safety and accident prevention plan.
- (8) Policy on tracking of expiry dates of commodities. (FIRST-TO-EXPIRE, FIRST OUT (FEFO) procedure.
- (9) Policy on personnel training. (tools and machinery safety, fire safety, emergency preparedness, accident prevention).
- (10) Policy on Quarantine, Removal of expired and damaged products immediately from usable stock and document in the appropriate forms.
- (11) Inventory management and control (Electronic and Manual) system.
- (12) Policy on Assurance of Security of warehoused products and items backed by Insurance policy Cover.
- (13) Annex.
 - Electric license (Bill)
 - Waste disposal license
 - Insurance
- (14) Policy to manage other warehousing ancillary services which include but are not limited to:
 - Handling of warehoused products and issuing same to authorized organizations on behalf of the client
 - Inventory management (notification of commodity receipt, receiving report, issue of commodity, monthly stock status report to the clients)
 - Invoicing of products
 - Additional coding of products where necessary
- (15) Key personnel; The offeror should demonstrate that professional staff with extensive experience is available to oversee and carry out the scope of work.
 - The technical submission should include CVs for the following required key personnel
 - Warehouse Manager with minimum of Bachelors degree with at least 7 years' experience, Quality Assurance Specialist, Warehouse officers with minimum of Bachelors degree in sciences or relevant courses with at least 5 years experience (order processing officer/distribution officer).
 - The technical submission should also include organizational chart with key roles and staff.
- (16) Past performance- The technical submission should include information with evidence on past performance for NGOs/Donor / Government Agency, briefly describing at least two recent and similar scope of work done in the last five years.

(17) Vendors to provide quotation of monthly cost per pellet for cold chain and Non Cold chain items in their financial proposal

COLLECTION OF REQUESTS FOR PROPOSAL (RFP) DOCUMENT

The Request for Proposal (RFP) can be downloaded from this link;

SUBMISSION OF TENDER DOCUMENTS

Prospective consulting firms are to submit three (2) hard copies (**one original & one copy**) of the requested documents and financial bid. Thereafter, the Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender in another envelope, duly marking the envelopes as "**Engagement of Warehousing service**" and "FINANCIAL." The envelope shall then be enclosed and sealed in one (1) single outer envelope after registration using the NACA bid register.

- a. Prospective bidders can submit their documents as a Joint Venture with relevant documents provided in line with the requirements stated in the SBD.

2. DEADLINE FOR SUBMISSION

The deadline for the submission of Tender should not be later than 12 noon of 13th **September , 2022**. Clarification can be obtained at the Office of the **Head of Procurement, Ground Floor, NACA main building, 3 Ziguinchor Street. Wuse Zone 4. Abuja. The bids will be opened immediately after close of submission.**

3. GENERAL INFORMATION

- i. Bids must be in English Language and signed by an official authorized by the bidder;
- ii. Bids submitted after the deadline for submission would be rejected;
- iii. NACA reserves the right to evaluate and award per line item and in the event of exigency, NACA may vary the quantities/quality of the items during the time of evaluation, award and execution of contract with respect to this invitation to tender;
- iv. NACA is not bound to shortlist any Consultant, and reserves the right to annul the bidding process at any time without incurring any liabilities or providing reason.

12.0 ADDRESS FOR INFORMATION AND SUBMISSION OF PROPOSALS

Attention:

Head Procurement

National Agency for the Control of AIDS (NACA)

Ground Floor Room 1.08

No. 3 Ziguinchor Street, Beside AEDC Office, Wuse zone 4, Abuja

Email: procurement@naca.gov.ng

Tel: +234-9-4613726-9 Fax: +234 94613700

13.0 GLOBAL FUND CODE OF CONDUCT

You shall get acquainted with the global fund code of conduct for suppliers using this link below: https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf
Accepting this invitation shall serve as an acknowledgement and agreement to abide by the Global Fund Code of Conduct for Suppliers.

14. Notes/Disclaimer

- i. Late submissions will not be accepted.

- ii. NACA shall verify any or all documents and claims made by applicants and will disqualify consultants with falsified documents and claims.
- iii. If it is determined that submitted documents and claims have been falsified, the consultant may face prosecution in a court of Law.
- ii. NACA shall not be held responsible for any disqualified proposal as a result of any omission or deletion relating to the submission guidelines.
- iii. This advertisement shall not be construed a contract to any Consultant, nor shall it entitle any Consultant submitting documents to claim any indemnity from NACA.
- iv. NACA is not bound to shortlist any Consultant, and reserves the right to annul the bidding process at any time without incurring any liabilities or providing reason.

Signed
Management.

Section 1. Instructions to Consultants

A. General

1. Scope of Proposal of 1.1 The Client, as indicated in the Special Instructions to Consultants (SIC), issues this Request for Proposal (RFP) for the supply of Services as specified in the SIC and described in details in Section 6, Terms of Reference in accordance with the method of selection specified in the SIC.
 - 1.2 All interested and competent consulting firms are to submit a Proposal for the supply of consulting services required for the assignment. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
 - 1.3 The successful Consultant will be expected to complete the delivery of the Services in accordance with the phasing indicated in the SIC. When the assignment includes several phases, the performance of the Consultant under each phase must be to the Client's satisfaction before work begins on the next phase.
 - 1.4 Throughout this RFP:
 - (a) the term "in writing" means communicated in written form with proof of receipt;
 - (b) if the context so requires, singular means plural and vice versa; and
 - (c) "day" means calendar day.
2. Source of Funds of 2.1 The Client has been allocated public funds as indicated in the SIC and intends to apply a portion of the funds to eligible payments under the contract for which this RFP is issued.
 - 2.2 For the purpose of this provision, "public funds" means any monetary resources appropriated to procuring entities under Government budget, or revenues generated by statutory bodies and corporations or aid grants and credits put at the disposal of procuring entities by the development partners through the Government.
 - 2.3 Payments by the development partner, if so indicated in the SIC, will be made only at the request of the Government and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.
3. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices of 3.1 The Government requires that Clients, as well as Applicants Consultants, shall observe the highest standard of ethics during the implementation of the procurement proceedings and the execution of contracts under public funds.
 - 3.2 In pursuance of this requirement, the Client shall

- (a) exclude the Consultant from participation in the procurement proceedings concerned or reject a proposal for award; and
- (b) declare the Consultant ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public fund;
- (c) have the right to require that a provision be included in bidding documents, requiring bidders, suppliers and contractors to permit the relevant authorities to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors

if it, at any time, determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public fund.

3.3 Should any corrupt or fraudulent practice of any kind referred to in ITC Sub-Clause 3.4 come to the knowledge of the Client, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions as stated in ITC Sub-Clause 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons for it, shall be recorded in the record of the procurement proceedings and promptly communicated to the Consultant concerned. Any communications between the Consultant and the Client related to matters of alleged fraud or corruption shall be in writing.

3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:

- (a) “*corrupt practice*” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
- (b) “*fraudulent practice*” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Client,
- (c) “*collusive practice*” means a scheme or arrangement among two and more Consultants with or without the knowledge of the Client (prior to or after proposal submission) designed to establish proposal prices at artificial, non-competitive levels and to deprive the Client of the benefits of free, open and genuine competition; and
- (d) “*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.
- (e) obstructive practice which means
 - i. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede relevant authorities’

investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- ii. acts intended to materially impede the exercise of the relevant authorities' inspection and audit rights provided for under par. 3.2 (c) above.

3.5 The Consultant shall be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 63.2 (c).

3.6 The Government requires that the Client's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

4. Eligible Consultants

4.1 Only short-listed Consultants are eligible to submit proposals.

4.2 The Consultant has the legal capacity to enter into the contract.

4.3 The Consultant shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITC Sub-Clause 3.2.

4.4 The Consultant is not insolvent, in receivership, bankrupt or being wound up, their business activities have not been suspended, and he is not the subject of legal proceedings for any of the foregoing.

4.5 The Consultant has fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.

4.6 Government officials and civil servants, including persons of autonomous bodies or corporations may be hired to work as a member of a team of consultants provided the person (a) is on leave of absence without pay; (b) is not being hired by the procuring entity he/she was working for immediately prior to going on leave; and (c) the hiring of him/her would not create any conflict of interest.

4.7 Consultants have an obligation to disclose any situation of actual or potential conflict of interest that impacts on their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

5. Conflict Interest

of 5.1 General

(a) The Consultant (including any of his affiliates/associates), in deference to the requirements that the Consultant provides professional and objective advice and at all times hold the Client's interests paramount, strictly avoids conflicts with other assignments or their own corporate interests, acts without any consideration for future work and must not have a conflict of interest (COI), shall not be recruited under any of the circumstances specified in ITC Sub Clauses 5.2 to 5.4. "COI" shall mean a situation in which a Consultant provides biased professional advice to a client in order to obtain from that client an undue benefit for himself or affiliate(s)/associate(s).

5.2 Conflicting Activities

(a) A firm that has been engaged by the Client to provide Services, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those Services, works, or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing Services or works or services other than consulting services resulting from or directly related to the firm's earlier consulting services. For the purpose of this clause, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

5.3 Conflicting Assignments

(a) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise Clients of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.

(a) Conflicting Relationships

(a) A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Client's staff may not be awarded a Contract, unless the conflict stemming from this relationship has been addressed adequately throughout the selection process and the execution of the Contract.

5.5 Unfair Advantage

(a) If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all

information that would in that respect give such Consultant any competitive advantage over competing Consultants.

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| 6. | Eligible Services | 6.1 | All material, equipment and supplies used by the Consultant and Services to be provided under the contract shall have their origin in countries other than those specified in the SIC. |
| 7. | Site Visit | 7.1 | The Consultant, at the Consultant's own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Proposal and entering into a contract for supply of Services. |
| | | 7.2 | The Consultant should ensure that the Client is advised of the visit in adequate time to allow it to make appropriate arrangements. |
| | | 7.3 | The costs of visiting the Site shall be at the Consultant's own expense. |

B. Request for Proposal

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|----|-------------------|-----|--|
| 8. | RFP Sections | 8.1 | The Sections comprising the Request for Proposal are listed below. <ul style="list-style-type: none">• Section 1 : Instructions to Consultants (ITC)• Section 2 : Special Instructions to Consultants (SIC)• Section 3 : General Conditions of Contract (GCC),• Section 4 : Special Conditions of Contract (SCC),• Section 5 : Proposal and Contract Forms• Section 6: Terms of Reference (TOR) |
| | | 8.2 | The Client is not responsible for the completeness of the RFP and any addenda, if these were not obtained directly from the Client. |
| | | 8.3 | The Consultant is expected to examine all instructions, forms, terms, and provisions in the RFP. Failure to furnish all information or documentation required by the RFP may result in the rejection of the Proposal. |
| 9. | RFP Clarification | 9.1 | A Consultant requiring any clarification of the RFP shall contact the Client in writing at the Client's address indicated in the SIC. The Client will respond in writing to any request for clarification received no later than seven (7) days prior to the dead line for submission of proposals. |
| | | 9.2 | The Client shall forward copies of its response to all those short listed Consultants, including a description of the enquiry but without identifying its source. |
| | | 9.3 | Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure in ITC Clause 11. |

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| 10. Pre-proposal meeting | <p>10.1 To clarify issues and to answer questions on any matter arising in the RFP, the Client may, if stated in the SIC, invite prospective Consultants to a Pre-Proposal Meeting at the place, date and time as specified in the SIC. The Consultant is encouraged to attend the meeting if it is held.</p> <p>10.2 The Consultant is requested, as far as possible, to submit any questions in writing, to reach the Client not later than one (1) week before the meeting.</p> <p>10.3 Minutes of the pre-Proposal meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted without delay to all the short-listed Consultants not later than seven (7) days after the date of the meeting. Any modification to the RFP listed in ITC Clause 8.1 that may become necessary as a result of the pre-Proposal meeting shall be made by the Client exclusively through the issue of an Addendum pursuant to ITC Clause 11 and not through the minutes of the pre-Proposal meeting.</p> |
| 11. RFP Amendment | <p>11.1 At any time prior to the deadline for submission of Proposals, the Client, for any reason on its own initiative or in response to a clarification request in writing from a Consultant, may amend the RFP by issuing an amendment.</p> <p>11.2 Any amendment issued shall become an integral part of the RFP and shall be communicated in writing to all the short-listed Consultants.</p> <p>11.3 To give a prospective Consultant reasonable time in which to take any amendment into account in preparing its Proposal, the Client may, at its discretion, extend the deadline for the submission of Proposals, pursuant to ITC Sub-Clause 28.3.</p> |

C. Proposal Preparation

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|---------------------------------|---|
| 12. Proposal: Only one | 12.1 A short listed Consultant, including its affiliate(s), may submit only one (1) Proposal. If a Consultant submits or participates in more than one (1) Proposal, all such proposals shall be rejected. However, this does not limit the participation of the same Sub-Consultant, including individuals, to more than one proposal. |
| 13. Proposal: Preparation Costs | 13.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process. |
| 14. Proposal: Language | <p>14.1 The Proposal, as well as all correspondences and documents relating to the Proposal and subsequent Contract shall be written in the English language. Supporting documents and printed literature furnished by the Consultant may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Proposal, such translation shall govern.</p> <p>14.2 The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p> |

15. Proposal: Documents
- 15.1 The Proposal prepared by the Consultant shall comprise the following:
- (a) Technical Proposal;
 - (b) Financial Proposal;
 - (c) documentary evidence establishing the Consultant's eligibility; and
 - (d) any other document required as stated in the SIC.
16. Proposal: Preparation
- 16.1 In preparing its Proposal, the Consultant shall examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 16.2 The Consultant shall prepare the Technical Proposal in accordance with ITC Clauses 17 and 18 using the forms furnished in Section 5A: Technical Proposal; Standard Forms.
- 16.3 The Consultant shall submit the Financial Proposal in accordance with ITC Clause 19 and using the forms furnished in Section 5B: Financial Proposal; Standard Forms.
- 16.4 All the forms mentioned in ITC Sub-Clauses 16.2 and 16.3 shall be completed without any material changes and alterations to its format, filling in all blank spaces with the information requested, failing which the Proposal may be rejected as being incomplete.
17. Technical Proposal Preparation
- 17.1 If a Consultant considers that it does not have all the expertise required for the assignment, it may obtain that expertise by associating with other Consultants or entities in a joint venture or sub consultancy as appropriate. Association among the short listed Consultants at the time of submission of a proposal is not permitted, and the Client shall disqualify such proposal. Association of other Consultants (not short listed) in a joint venture at the time of submission of a proposal is only permitted with the prior permission of the Client, which must be obtained prior to the submission of a proposal. A short listed Consultant associating another firm as sub consultant at the time of submission of proposal will not require prior permission of the Client. For such cases, the Proposal shall be submitted in the name of the short listed Consultant. For such sub-consultancy (etc), the Proposal should include a covering letter signed by an authorized representative of the Consultant with full authority to make legally binding contractual (and financial) commitments on behalf of the Consultant, plus a copy of the agreement(s) with the sub-Consultant(s). Sub-consultancies (etc) shall in no event relieve the short listed Consultant from any of its obligations, duties, responsibility or liability under the Contract
- 17.2 For QBS, QCBS or Least Cost Selection based assignments, the estimated number of Professional staff-months is indicated in the SIC; however the available budget shall not be disclosed. The proposal shall be based on the number of Professional staff-months estimated by the Consultant.

- 17.3 For Selection under a Fixed Budget, the available budget is given in the SIC, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months normally is not be disclosed.
- 17.4 Proposed professional staff shall have at least the qualification experience indicated in the SIC, preferably working under conditions similar to Nigeria. It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or has an extended and stable working relationship with it.
- 17.5 Alternative experts shall not be proposed, and only one curriculum vita (CV) may be submitted for each position.
- 17.6 Reports to be submitted by the Consultants as part of the assignment shall be in the English language.
18. Technical Proposal: Format and Content
- 18.1 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 5A):
- a) Form 5A1: Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant;
 - b) Form 5A2: giving a brief description of the Consultant's organization and an outline of recent experience of the Consultant and, in the case of an association by each partner, on assignments of a similar nature. For each assignment, the outline should indicate the names of Sub-Consultants / Professional staff / experts who participated, duration of the assignment, contract amount, and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within an association. Assignments completed by individual Professional staff/experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff/experts themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client;
 - c) Form 5A3: indicating comments and suggestions that the Consultant may have on the Terms of Reference to improve performance in carrying out the assignment, any requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, or data, to be provided by the Client;
 - d) Form 5A4: indicating the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. The work plan should be consistent with the Work Schedule (Form 5A5) and should be in the form of a bar chart showing the timing proposed for each activity;
 - e) Form 5A6: being the list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks;

- f) Form 5A7: being the Estimates of the staff input (staff-months of professionals) needed to carry out the assignment. The staff-months input should be indicated separately for head office and field activities;
- g) Form 5A8: being the CVs of the Professional staff signed by the respective staff member and by the authorized representative submitting the proposal;
- h) Plus, a detailed description of the proposed methodology, staffing, and monitoring of training, if the SIC specifies training as a major component of the assignment; and
- i) Any additional information that might be requested in the SIC.

18.2 The Technical Proposal shall not include any financial information.

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| 19. Financial Proposal Format and Content | <p>19.1 The Financial Proposal shall provide the following information using the attached Standard Forms (Section 5B):</p> <ul style="list-style-type: none"> (a) Form 5B1: Financial Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant. Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the form; (b) Form 5B2: being the Summary of Costs against staff remuneration, other expenses, and the taxes; (c) Form 5B3: being the breakdown of costs against staff remuneration; (d) Form 5B4: being the breakdown of costs against other expenses. A sample list is provided in the SIC; and (e) Form 5B5: being the estimate of the local taxes, duties, fees, levies and other charges under the applicable law, on the Consultants, sub-Consultants and their personnel. <p style="padding-left: 40px;">If appropriate, all these costs should be broken down by activity.</p> |
| 20. Taxes | <p>20.1 The Consultant is subject to local taxes on amounts payable by the Client as per the Applicable Law. It is the responsibility of the Consultant to be familiar with the relevant laws in Nigeria, and to determine the taxes amounts to be paid.</p> |
| 21. Client Inputs | <p>21.1 The Client shall:</p> <ul style="list-style-type: none"> (a) provide at no cost to the Consultant the inputs and facilities specified in the SIC; (b) make available to the Consultant, relevant project data and reports at the time of issuing the RFP; and (c) Assist the Consultant in obtaining relevant project data and reports from other related departments/divisions, which will be required by the Consultant to perform the assignment. |
| 22. Alternative Proposals | <p>22.1 Alternative proposals shall not be considered.</p> |

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| 23. Proposal Prices | 23.1 The Consultant shall indicate on the Financial Proposal the total Lump Sum Price of the Services it proposes to provide under the contract, and a breakdown of the lump-sum price in accordance with the format provided in Section 5 |
| 24. Proposal Currency | 24.1 All prices shall be quoted in Naira. |
| 25. Proposal Validity | <p>25.1 Proposals shall remain valid for the period specified in the SIC after the Proposal submission deadline date prescribed by the Client.</p> <p>25.2 Consultants shall maintain the availability of Professional staff/experts nominated in the Proposal during the Proposal validity period. The Client will make its best effort to complete negotiations of a contract with the top ranked candidate within this period.</p> <p>25.3 In exceptional circumstances, prior to the expiration of the Proposal validity period, the Client may request Consultants to extend the period of validity of their Proposals. The request and the responses shall be made in writing. If a Consultant does not respond or refuse the request, its Proposal shall no longer be considered in the evaluation proceedings. A Consultant agreeing to the request will not be required or permitted to modify its Proposal.</p> |
| 26. Proposal Format and Signing | <p>26.1 The Consultant shall prepare one (1) original of the Technical Proposal as described in ITC Sub-Clause 18.1 and one (1) original of the Financial Proposal as described in ITC Sub-Clause 19.1 and clearly mark them "ORIGINAL".</p> <p>26.2 The Consultant shall prepare the number of copies as specified in the SIC of each Technical Proposal and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>26.3 The original and all copies of the Technical and Financial Proposals shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the Consultant to the Contract. The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p>26.4 All pages of the Proposals except for un-amended printed literature shall be signed or initialled by the person signing the Proposals.</p> |

D. Proposal Submission

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| 27. Proposal: Sealing and Marking | <p>27.1 The Consultant shall enclose the original and each copy of the Technical Proposal in separate sealed envelopes, duly marking the envelopes as "TECHNICAL PROPOSAL" and "ORIGINAL" and "COPY, as appropriate." These envelopes containing the original and the copies shall then be enclosed in one single envelope duly marking the envelope as "TECHNICAL PROPOSAL".</p> <p>27.2 The Consultant shall enclose the original of the Financial Proposal in one single separate sealed envelope, duly marking the envelope as "FINANCIAL</p> |
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PROPOSAL” and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”

27.3 The two envelopes shall then be enclosed in one single outer envelope. The inner and outer envelopes shall:

- (a) bear the name and address of the Consultant;
- (b) be addressed to the Client at the address specified in the SIC;
- (c) bear the name of the Proposal as specified in the SIC; and
- (d) bear a statement “DO NOT OPEN BEFORE” The date for opening as specified in the SIC.

27.4 If all envelopes are not sealed and marked as required, the Client will assume no responsibility for the misplacement, or premature opening of the Proposal.

27.5 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this may constitute grounds for declaring the Proposal non-responsive.

28. Proposal:
Submission
Deadline

28.1 Proposals must be received by the Client at the address specified under ITC Sub-Clause 27.3 no later than the date indicated in the SIC.

28.2 The Proposal may be hand delivered or posted by registered mail or sent by courier. The Client shall, on request, provide the Consultant with a receipt showing the date and time when its Proposal was received.

28.3 The Client may, at its discretion, extend the deadline for the submission of Proposals by amending the RFP in accordance with ITC Clause 11, in which case all rights and obligations of the Client and Consultants previously subject to the deadline shall thereafter be subject to the deadline as extended.

29. Proposal
Submitted
Late

29.1 Any Proposal received by the Client after the deadline for submission of Proposals, in accordance with ITC Clause 28 shall be declared late, will be rejected, and returned unopened to the Consultant.

30. Proposal
Modification,
Substitution or
Withdrawal

30.1 A Consultant may modify, substitute, or withdraw its Proposal after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITC Sub-Clause 26.3, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITC Clause 27 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “MODIFICATION,” “SUBSTITUTION,” or “WITHDRAWAL;” and
- (b) received by the Client prior to the deadline prescribed for submission of Proposals, in accordance with ITC Clause 28.

30.2 Proposals requested to be withdrawn in accordance with ITC Sub-Clause 30.1 shall be returned unopened to the Consultants.

30.3 No Proposal may be modified, substituted, or withdrawn after the deadline for submission of Proposals specified in ITC Clause 28.

E. Proposal Opening and Evaluation

31. Technical Proposal Opening 31.1 There shall be public opening of the Technical Proposals, however the Client shall open all Technical Proposals received shortly after the deadline and at the place specified in the SIC. The Consultants may obtain from the Client the list of Consultant's who have submitted proposals by the deadline.

31.2 The Client shall not open the Financial Proposals at this stage and shall keep these sealed and securely stored until these are opened at the time and manner specified in ITC Clause 37.

31.3 No Proposal shall be rejected at Proposal opening, except for late Proposals, which shall be returned unopened to the Consultant pursuant to ITC Clause 29.

32. Confidentiality 32.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.

32.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved by the relevant authority.

33. Contacting the Client 34.1 Following the opening of the Technical Proposals, and until the contract is signed, no Consultant shall make any unsolicited communication to the Client.

34.2 Any effort by a Consultant to influence the Client in its decisions on the examination, evaluation, and comparison of either the Technical or Financial Proposals or contract award may result in the rejection of its Proposal.

34. Examination of Conflict of Interest Situation 35.1 During the evaluation of the Technical Proposals, the Client shall ascertain that no new COI situations have arisen since the Consultant was short-listed. If the Client identifies a COI at this stage, it shall determine whether the specific conflict is substantive and take action by reducing the scope of work of the assignment or rejecting the Technical Proposal.

35. Proposal: Technical Evaluation
- 36.1 The Proposals Evaluation Committee (PEC) as a whole and each of its members individually shall evaluate and rank the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and points system specified in ITC Sub-Clause 36.2.
- 36.2 Technical Proposals shall be evaluated and ranked on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the SIC. Each responsive Technical Proposal will be given a technical score (St). A Technical Proposal shall be rejected if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the SIC.
- 36.3 Innovativeness will be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the Consultant clearly states otherwise, it will be assumed by the Client that work associated with implementation of any such improvements are included in the inputs shown on the Consultant's staffing schedule.
- 36.4 Higher ratings will be given to experts from the short-listed consultants and their associates, if any, who are full-time employees. A full-time employee is a person who has been employed by the firm continuously for a period of more than twelve (12) months prior to the date when the proposal is submitted.
36. Financial Proposal Opening
- 37.1 In the case of QCBS, FBS and LCS, after the technical evaluation is completed, the Client shall notify in writing, those Consultants that have secured the minimum qualifying mark, indicating the date, time and location for opening the Financial Proposals. The opening date shall usually not be less than one (1) week after such notification.
- 37.2 In the case of QBS, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked firm or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in the SIC.
- 37.3 In the case of QCBS, FBS and LCS, the Client shall simultaneously notify those Consultants whose Technical Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, indicating that their Financial Proposals will be returned unopened after completion of the selection process.
- 37.4 Except in the case of QBS, Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. Those representatives who attend shall sign an attendance sheet. Each Financial Proposal will then be inspected to confirm that it has remained sealed and unopened. The name of the Consultants, the technical scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening

and these shall be furnished, upon request, to Consultants who's Financial Proposals were opened.

37. Proposal: Financial Evaluation
- 38.1 The Proposal Evaluation Committee (PEC) will review the detailed content of each Financial Proposal. During the review, the committee and any Client staff and others involved in the evaluation process, will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.
- 38.2 Financial Proposals will be reviewed to ensure these are complete (i.e. whether Consultants have cost all items of the corresponding Technical Proposal; if not, the Client will cost them and add their cost to the offered price) and correct any computational errors. The evaluation shall exclude all local taxes, duties and other charges imposed under the Applicable Law.
- 38.3 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the SIC.
38. Correction of Arithmetical Errors
- 39.1 Arithmetical errors in the Financial Proposal shall be corrected on the following basis:
- (a) 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, unless in the opinion of the Client there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 39.2 Where the consultant does not accept the correction of arithmetic errors, his (her) bid shall be rejected.
39. Proposal: Combined Evaluation
- 40.1 In QCBS the Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the SIC: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiation under ITC Clauses 41 to 45.
- 40.2 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal with an evaluated price that is within the budget. Proposals that exceed the indicated budget will be

rejected. The selected firm will be invited for negotiations under ITC Clauses 41 to 45.

- 40.3 In the case of the Least-Cost Selection, the Client will select the lowest proposal (“evaluated” price) among those that passed the minimum technical score. The selected firm will be invited for negotiations under ITC Clauses 41 to 45.
40. Proposal: Negotiation 41.1 Negotiations will be held at the address indicated in the SIC. The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff/experts and satisfy such other pre-negotiation requirements as the Client may specify.
41. Proposal Negotiation: Technical 42.1 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultant will finalise the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations that will be signed by the Client and the Consultant.
42. Proposal Negotiation: Financial 43.1 The financial negotiations will reflect the agreed technical modifications in the cost of the services.
43. Availability of Professional staff/experts 44.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff/experts; the Client expects to negotiate a Contract on the basis of the Professional staff/experts named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff/experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff/experts were offered in the proposal without confirming their availability, the firm may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.
44. Proposal Negotiations: Conclusion 45.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations, the Client and the Consultant will initial the agreed Contract Agreement. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract, if this fails the Client shall negotiate with the remaining responsive Consultants in the order of their relative ranking, till a satisfactory contract agreement is reached, subject to the right of the Client to reject all proposals.

F. Contract Award

45. Contract Award 46.1 After completing negotiations and after having received the approval to award the Contract, the Client shall award the Contract to the selected Consultant.
46. Advising Unsuccessful Consultants 47.1 After successful completion of Contract negotiation, the Client shall promptly notify the other Consultants that they were unsuccessful. The Client shall also return the unopened Financial Proposals, as the case may be, to the unsuccessful Consultants.
- 47.2 The Client shall promptly respond in writing to any unsuccessful Consultant who requests the Client in writing to provide a brief statement of the reason (s) its proposal was not selected.
47. Commencement of Services 48.1 The Consultant is expected to commence the assignment on the date and at the location specified in the SIC.
48. Consultants Right to Complain 49.1 Any short listed Consultant has the right to complain in accordance with Clause 31 of Procurement Regulations for the Use of Consultants Services.
- 49.2 The complaint shall firstly be processed through an administrative review following the procedures set out in the Regulations. The place and address for the first step in the submission of complaints to the Administrative Authority is provided in the SIC.
- 49.3 If the Consultant considers that its complaint has not been dealt with equitably, it may, in accordance with Regulation 33, within ten working days submit an appeal to the Head of the BPP, who shall review the case and issue within 21 working days a decision in writing to the Consultant if its complaint is receivable and what corrective action has or will be taken or if its complaint is rejected, stating the reasons for the rejection.
- 49.4 If not satisfied with the outcome of the administrative review, the Consultant may appeal to the federal high court pursuant to paragraph 34 of the regulations.

Section 2. Special Instructions to Consultants

ITC Clause	Amendments of, and Supplements to, Clauses in the Instruction to Consultants.
1.1	<p>The Client is: National Agency for the Control of AIDS (NACA)</p> <p>The identification of the Request for Proposal is: Engagement For Warehousing Services</p> <p>The objectives and brief description of the Service is to engage the service of standard and experienced firm(s) in the subject matter to provide technical assistance, supervise, coordinate and certify the implementation of this project</p> <p>The Method of selection is: Quality and Cost Based Selection Method.</p>
1.3	<p>The assignment as indicated below:</p> <p>Provide technical assistance, supervise, coordinate and certify the implementation of this project</p>
2.1	<p>The source of Public Fund is Global Fund RSSH Grant 2021-2023</p>
3.1	<p>Materials, equipment and supplies used by the Consultant are not permitted if they have originated in: None</p>
3.2	<p>For <u>clarification of Request for Proposals</u> the Client 's address is:</p> <p>Attention: Head Procurement and Supply Chain Management.</p> <p>Address: National Agency for the Control of AIDS (NACA)</p> <p>No 3, Ziguinchor Street, Wuse Zone 4, Abuja</p> <p>Telephone: +234-9-4613726</p> <p>Facsimile number: +234-9-4613700</p>
4.1	<p>A Pre-proposal Meeting will not be held</p>
5.1	<p>Other documents required to be submitted with the proposal are: Nil</p>
6.1	
7.1	<p>In the case of Fixed Budget Selection, the Financial Proposal shall not exceed the available budget of: NA</p>
8.1	<p>h. . Evidence of Certificate of Incorporation with the Corporate Affairs Commission (CAC) including Form CAC1.1 or CAC02 and CAC07.</p> <p>i. Evidence of Company's Income Tax Clearance Certificate for the last three (3) years (2019, 2020 and 2021) valid till 31st December, 2022.</p> <p>j. Sworn Affidavit:</p>

- e. Certifying that the company is not in receivership, insolvency or bankruptcy. Stating that no officer of NACA or Bureau of Public Procurement is a
- f. Director or Shareholder or has any pecuniary interest in the bidder.
- g. Also, that none of the Directors of the Company has been convicted for a criminal offence in relation to fraud or financial impropriety in any court in Nigeria or elsewhere.
- h. And that all information presented in the bid is true and correct in all particulars.
- k. Company's Audited Account for the last three (3) years (2019, 2020 and 2021)
- l. Company's profile with the Curriculum Vitae of the Key Staff to be deployed for the service.,
- m. The minimum validity period of the Tender should be One Hundred and Twenty (120) Days:
- n. Signed Cover letter attached to the technical submission with the company's letter head. Any submission with a cover letter will be disqualified:

2. Technical Requirement for Storage for warehouse space in Abuja, FCT

- (1) Warehouse location and size of warehouse space
- (2) Evidence of policy of storage of items (All stock shall be stored at least 10cm (pallet) off the floor, 30cm away from the walls and other stacks, and not more than 2.5m (8 feet) high. The arrangement should allow for easy cleaning and movement of personnel.
- (3) Policy on Temperature control and provision of a backup power supply to maintain temperature.
- (4) Policy on space maintenance with temperature and humidity monitoring system in place
- (5) Policy on ventilation intense light, extraneous odours and other indications of contamination
- (6) Pallet and rack systems with units in the state of cleanliness and repair,
- (7) Policy on health, Safety and accident prevention plan.
- (8) Policy on tracking of expiry dates of commodities. (FIRST-TO-EXPIRE, FIRST OUT (FIFO) procedure.
- (9) Policy on personnel training. (tools and machinery safety, fire safety, emergency preparedness, accident prevention).
- (10) Policy on Quarantine, Removal of expired and damaged products immediately from usable stock and document in the appropriate forms.
- (11) Inventory management and control (Electronic and Manual) system.
- (12) Policy on Assurance of Security of warehoused products and items backed by Insurance policy Cover.
- (13) Annex.
 - Electric license (Bill)
 - Waste disposal license

	<ul style="list-style-type: none"> • Insurance <p>(14) Policy to manage other warehousing ancillary services which include but are not limited to</p> <ul style="list-style-type: none"> • Handling of warehoused products and issuing same to authorized organizations behalf of the client • Inventory management (notification of commodity receipt, receiving report, issue commodity, monthly stock status report to the clients) • Invoicing of products • Additional coding of products where necessary <p>(15) Key personnel; The offeror should demonstrate that professional staff with extensive experience is available to oversee and carry out the scope of work.</p> <ul style="list-style-type: none"> • The technical submission should include CVs for the following required key personnel • Warehouse Manager with minimum of Bachelors degree in sciences or relevant field with at least 7 years' experience, Quality Assurance Specialist, Warehouse officers with minimum of Bachelors degree with at least 5 years experience (order processing officer/distribution officer). • The technical submission should also include organizational chart with key roles and staff. <p>(16) Past performance- The technical submission should include information with evidence of past performance for NGOs/Donor / Government Agency, briefly describing at least two recent and similar scope of work done in the last five years.</p> <p>(17) Vendors to provide quotation of monthly cost per pellet for cold chain and Non Cold chain items in their financial proposal</p>
9.1	Training is a specific component of this assignment.
10.1	Additional information on the Technical Proposal includes: N/A
11.1(d)	
12.1	The consultancy is subject to applicable Nigerian taxes as contained in the all applicable tax laws. Note that all Global Fund procurement are VAT Exempted
13.1	The Client will provide the following inputs and facilities: Necessary information needed for the assignment
14.1	Proposals must remain valid for 120 days after the submission date.
15.1	The Consultant must submit one original for both the Technical Proposal and the Financial Proposal in separate envelopes and 1 copy each of the Financial and Technical Proposal.
	The Proposal submission address is:

15.1(b)	<p>Head of Procurement Address: National Agency for the Control of AIDS (NACA) No 3, Ziguinchor Street, Wuse Zone 4, Abuja</p> <p>Proposals must be submitted no later than 12 Noon on 13th September 2022</p>
16.1	The number of points to be given under each of the evaluation criteria are: Technical 70% and Financial 30%
17.1	Both technical and financial are relevant and weights given to the technical and financial scores are as indicated in 17.3 below.
17.2	<p>The formula for determining the financial scores is the following:</p> <p>$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p>
17.3	<p>The weights given to the Technical and Financial Proposals are:</p> <p>$T = 0.8$ and $F = 0.2$</p>
18.1	<p>The address for contract negotiations is:</p> <p>Procurement Unit, NACA Address: National Agency for the Control of AIDS (NACA) No 3, Ziguinchor Street, Wuse Zone 4, Abuja</p>
19.1	The assignment is expected to commence in September 2022.
20.1	<p>The name and address of the office where complaints to the Procuring Entity are to be submitted is:</p> <p>Head, Procurement Unit and Supply Chain Management Address: National Agency for the Control of AIDS (NACA) No 3, Ziguinchor Street, Wuse Zone 4, Abuja</p>

Section 5. Proposal & Contract Forms

5A. Technical Proposal - Standard Forms

- 5A1 Technical Proposal Submission Form
- 5A2 Consultant's Organization and Experience
 - a. Consultant's Organization
 - b. Consultant's Experience
- 5A3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - a. On the Terms of Reference
 - b. On the Counterpart Staff and Facilities
- 5A4 Descriptions of the Approach, Methodology, and Work Plan for Performing the Assignment
- 5A5 Work Schedule
- 5A6 Team Composition and Task Assignments
- 5A7 Staffing Schedule
- 5A8 Curriculum Vitae (CV) for Proposed Professional Staff

Form 5A1 Technical Proposal Submission Form

[Location, Date]

To:

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal, and the Financial Proposal sealed under two separate envelopes.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant, also specify, whether they are in joint venture or sub consultancy].

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Clause Reference 25 of the Special Instructions to Consultants, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Clause Reference 48 of the Special Instructions to Consultants.

We also confirm that the Federal Government of Nigeria has not declared us, or any sub consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document (ITC Clause 3).

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature	
Name and title of Signatory	
Name of Firm	
Address	

Form 5A2 Consultant's Organization and Experience

Consultant's Organisation

[Provide here a brief description (maximum two pages) of the background and organization of the Consultant]

Consultant's Experience

Major Work Undertaken during the last Ten Years that best Illustrates Qualifications

[using the format below, provide information on each assignment for which your firm was legally contracted for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:		Country:
Assignment Location within country:		Duration of assignment (months):
Name of Client:		Professional Staff provided by your Organisation: No of Staff:
Start Date (Month/Year)	Completion Date (Month/Year)	No of Person-Months
Name of associated Consultants, if any:		No of Person-Months of Professional Staff provided by associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Detailed Narrative Description of Project:		
Detailed Description of Actual Services Provided by your Staff:		

Firm's Name:	
Authorised Signature:	

Form 5A3 Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities or proposing an alternative method of undertaking the work). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Clause Reference 21.1 of the Special Instructions to Consultants including: administrative support, office space, local transportation, equipment, data, etc.]

Form 5A4 Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the technical proposal. It is suggested that you present your technical proposal divided into the following three chapters:

- *Technical Approach and Methodology,*
- *Work Plan, and*
- *Organization and Staffing.*

- a) **Technical Approach and Methodology.** Here you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach, (e.g., the methods of interpreting the available data; carrying out investigations, analyses, and studies; comparing alternative solutions). This chapter should incorporate any modifications to the TOR proposed by you. In case the TOR requires the Consultant to provide a quality plan and carry out the assignment according to its provisions, an outline of the quality plan (e.g., its list of contents) should be included in this chapter of the technical proposal.
- b) **Work Plan.** Here you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work schedule of Form 5A5.
- c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The roles and responsibilities of professional staff should be set out in job descriptions. In case of association, this chapter will indicate how the duties and responsibilities will be shared. The organization and staffing will be reflected in the Team Composition and Task Assignments of Form 5A6, and the Staffing schedule of Form 5A7. An organization chart illustrating the structure of the team and its interfaces with the Client and other institutions involved in the project also should be provided.

Form 5A5 Work Schedule

N°	Activity ¹	Weeks ²												
		1	2	4	4	5	6	7	8	9	10	11	12	n
1														
2														
4														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart. Weeks are counted from the start of the assignment.

Form 5A6 Team Composition and Task Assignments

i) Professional Staff				
Name of Staff	Firm/Organisation	Area of Expertise	Position Assigned	Task Assigned

Form 5A7 Staffing Schedule 1

N°	Name of Staff	Staff-Week input by Week ¹													Total staff-Week input		
		1	2	4	4	5	6	7	8	9	10	11	12	n	Home	Field ²	Total
1																	
2																	
3																	
n																	
											Total						

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Weeks are counted from the start of the assignment. For each staff indicate separately staff-week input for home and field work.

Form 5A8 Curriculum Vitae (CV) for Each Proposed Professional Staff

1	PROPOSED POSITION FOR THIS PROJECT	<i>[From the Terms of Reference, state the position which the Consultant will be engaged. Only one candidate shall be nominated for each position].</i>			
2	NAME OF PERSON	<i>[state full name]</i>			
3	DATE OF BIRTH				
4	NATIONALITY				
5	MEMBERSHIP IN PROFESSIONAL SOCIETIES	<i>[state rank and name of society and year of attaining that rank].</i>			
6	EDUCATION:	<i>[list all the colleges/universities which the consultant attended, stating degrees obtained, and dates, and list any other specialised education of the consultant].</i>			
7	OTHER TRAINING	<i>[indicate significant training since degrees under EDUCATION were obtained, which is pertinent to the proposed tasks of the consultant].</i>			
8	LANGUAGES & DEGREE OF PROFICIENCY	Language	Speaking	Reading	Writing
		<i>e.g. English</i>	<i>Fluent</i>	<i>Excellent</i>	<i>Excellent</i>
9	COUNTRIES OF WORK EXPERIENCE				
10	EMPLOYMENT RECORD	<i>[The Consultant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].</i>			
	<i>[starting with position list in reverse order every employment held and state the start and end dates of each employment]</i>	<i>[The Consultant should clearly indicate the Position held and give a brief description of the duties in which the Consultant was involved].</i>			
	EMPLOYER 1	FROM:	TO:		
		<i>[e.g. January 1999]</i>	<i>[e.g. December 2001]</i>		
	EMPLOYER 2	FROM:	TO:		
	EMPLOYER 3	FROM:	TO:		
	EMPLOYER 4 (etc)	FROM:	TO:		

11 WORK UNDERTAKEN THAT BEST ILLUSTRATES YOUR CAPABILITY TO HANDLE THIS ASSIGNMENT

[give an outline of experience and training most pertinent to tasks on this assignment, with degree of responsibility held. Use about half of a page A4].

CERTIFICATION *[Do not amend this Certification].*

I, the undersigned, certify that (i) I was not a former employee of the Client immediately before the submission of this proposal, and (iii) to the best of my knowledge and belief, this biodata correctly describes myself, my qualifications, and my experience. I understand that any wilful mis-statement described herein may lead to my disqualification or dismissal, if engaged.

I have been employed by *[name of the Consultant]* continuously for the last twelve (12) months as regular full time staff. Indicate "Yes" or "No" in the boxes below:

YES

NO

Signature

Date of Signing

Day / Month / Year

5B. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the short listed Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

[Forms 5B1 to 5B5 are to be used for the preparation of the Financial Proposal according to the instructions provided under Clause 19 of the Instructions to Consultants. Such Forms are to be used whichever is the selection method indicated in Clause 1.1 of the Special Instructions to Consultants]

5B1 Financial Proposal Submission Form

5B2 Summary of Costs

5B3 Breakdown of Staff Remuneration

5B4 Breakdown of other expenses

5B5 Breakdown of Taxes

Form 5B1 Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount in words and figures]. This amount is exclusive of Nigerian taxes, which we have estimated at [insert amount in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 25 of the Special Instructions to Consultants.

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed as follows:

Name and Address of Agents	Amount	Purpose of commission or gratuity
----------------------------	--------	-----------------------------------

We also declare that the Government of Nigeria has not declared us, or any sub-Consultants for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document (ITC Clause 3).

We understand you are not bound to accept any Proposal you receive.

Signed

In the capacity of:

Duly authorised to sign the proposal on behalf of the Applicant.

Date:

Form 5B2

Summary of Costs

Cost Component	Costs
Total Cost	
Sub-Total	
Local Taxes (1)	

Form 5B4

Breakdown of Other Expenses

Form 5B5

Breakdown of Taxes

Sl. No.	Description1	Unit	Unit Cost 2	Quantity	[Indicate cost for each item] 3			

1. Describe any relevant tax or taxes
2. Indicate Unit Cost
3. Indicate Cost of each item: Unit Cost x Quantity

APPENDIX 1 BANK GUARANTEE FOR ADVANCE PAYMENTS

[this is the format for the Advance Payment Security to be issued by a commercial bank of Nigeria in accordance with SCC Clause 53.1]

Contract No:

Date:

To:

[Name and address of Client]

ADVANCE PAYMENT GUARANTEE No:

We have been informed that *[name of Consultant]* (hereinafter called “the Consultant”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[description of consulting services]* under the Contract.

Furthermore, we understand that, according to your Special Conditions of Contract Clause 53.1, Advance Payment(s) on Contracts must be supported by a bank guarantee.

At the request of the Consultant, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of N.... *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Consultant is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Client and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

