

FEDERAL GOVERNMENT OF NIGERIA

**THE NATIONAL AGENCY FOR THE CONTROL OF AIDS
(NACA)**

**STANDARD REQUEST FOR
PROPOSALS**

for the

**Selection of Consulting Firms
(Complex Lump-Sum)**

**ENGAGEMENT OF TECHNICAL SERVICE ORGANIZATION FOR THE KEY
POPULATION PROGRAMME REVIEW.**

**National Agency for the Control of AIDS (NACA)
Invitation for Proposal No: NACA/2022/Engagement of Technical Service
Organization for Key Population Programme.
Issued on 29th August,2022**

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LETTER OF INVITATION FOR ENGAGEMENT OF SERVICE PROVIDER FOR THE DEVELOPMENT OF ELECTRONIC NATIONAL LABORATORY INFORMATION SYSTEM (eN-LIS)

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NATIONAL AGENCY FOR THE CONTROL OF AIDS (NACA)
ENGAGEMENT OF TECHNICAL SERVICE ORGANIZATION FOR KEY POPULATION
PROGRAMME REVIEW

Background

The National Agency for the Control of AID is the Principal Recipient of the Global Fund Supported project – HIV. The agency is poised to strengthen the National health systems towards becoming more resilient and sustainable.

1.0 Background

Key populations (KPs), including female sex workers, men who have sex with men, Transgender (TGs), Persons in custodial settings and people who inject drugs and their sexual partners contribute a largest share of the HIV transmission in Nigeria (IBBSS 2020). In this regard, greater focus has been put in place for reaching KPs with prevention (biological, behavioural & structural), testing, care & support and treatment services. There are also greater efforts and investments to accurately estimate the size of KPs in Nigeria. Integrated Biological Behavioural Surveillance Survey (IBBSS) is also periodically conducted (in 2007, 2010, 2014 and 2020) to understand the size of the epidemic as well as behavioural information on key populations with a view to deliver improved HIV prevention and care programmes. Planning for the next IBBSS is expected to begin in late 2023 and continue into 2024.

2.0 Rationale

While important investments and progress have been made to reach KPs with services, some of the results from the 2020 IBBSS indicate the need for **a review of KP program design and delivery of services** and make needed adjustments to further advance efforts towards epidemic control. Some of the 2020 IBBSS results include:

- Increasing HIV prevalence among MSM;
- increasing HIV prevalence among PWID (steady increase for the age group 15-19 years);
- Increasing HIV prevalence among FSW for non-brothel based FSW;
- Low consistent condom use for all KP groups - FSWs, MSM, PWIDs and TGs;
- Knowledge by KPs of places to receive HTS, medication for HIV/AIDS, information/education about HIV, STI and condoms showed huge variation among the states and the different KP groups;
- Referral to One Stop Shop (OSS), Drop-in-Centre (DICs), KP Friendly Facilities and other contacts with peer educators or outreach workers who provide HIV/AIDS related services also remain very varied and lowest among PWID;
- Harassment or threats of arrest by law enforcement or beaten by mobs also remains frequent for all typologies;
- Age of sex debut is low: mean age of sexual debut is about 17 years both for FSWs and MSM; 15.9 years for TGs and 17.9 years for PWIDs.

Although investments towards KP interventions have consistently increased in scope and scale and programs have reported overachievement on KP indicators over the years, the 2020 IBBSS results call for a review of the design, service delivery packages and an examination of how KPs are being reached to understand their needs and how they can be reached better.

3.0 Objectives of the Review

- 1) To examine the progress of KP programs and its contribution to the epidemic control;
- 2) To identify replicable good practices to accelerate the progress, including opportunities for GF grant reprogramming, NFM4 funding request and PEPFAR COP;
- 3) To identify challenges and bottlenecks that hamper implementation of KP programs.
- 4) To provide recommendations from the review that will foster improvement and learning for KP programs.
- 5) To review how the results of the IBBSS 2020 have been incorporated in the current design of the KP programme interventions.
- 6) To set KP program priorities for the next 2 years.

4.0 Scope of the review

- The scope of this review is expected to be national, with a focus on states and LGAs covered by KP programs over the last 3 to 5 five years (January 2016 to December 2021) (through support from GF, PEPFAR, GoN or other partners). The review will cover 18 KP program states in Nigeria which are: Niger, Kogi, Delta, Bayelsa Adamawa, Edo, Enugu, Anambra, Abia, Imo, Oyo, Gombe, Lagos, Rivers, Akwa Ibom, Kaduna, Kano and Taraba. These include states that were sampled for IBBSS 2020 to allow for adequate comparisons. Selection was also based on KP size estimates and the extent of availability of KP programs.
- The review will cover KP program areas including defined package of prevention services, testing, treatment care and support, and human right aspects.
- This work will include a review of i) operational guidance for delivery of services (including defined package of services), ii) operational plans and KP targets, iii) programmatic results/data over the past 3 – 5 years, and iv) an analysis of all these and triangulation with IBBSS and other study findings/results.

5.0 Terms of Reference for the TSO

- Conduct data scouting and scoping for the evaluation
- Develop a succinct literature review of the Nigerian HIV KP programme
- Working with the technical committee develop a research protocol for the study
- Recruitment of the Field officers including data collectors
- Ensure capacity building for the study including support in the development of training materials and facilitation of training sessions.
- Conduct field assessment of the programme in 18 states:
 - Review the KP program areas including defined package of prevention services, testing, treatment care and support, and human right aspects.
 - Review the following:
 - i) operational guidance for delivery of services (including defined package of services),
 - ii) operational plans and KP targets,
 - iii) programmatic results/data over the past 3 – 5 years, and
 - iv) An analysis of all these and triangulation with IBBSS and other study findings/results
- Monitor data collection exercise and ensure adherence to data quality standards throughout the process.
- Submit a programmatic review report to the National Agency for the Control of AIDS (NACA)

- Jointly facilitate a dissemination of the findings from the review through a dissemination meeting and
- Working with the technical committee, develop at least one manuscript from the primary data collected to share with the scientific community.
- Submit all data collected for the research to the National Agency for the Control of AIDS (NACA) and should not use it expect with express approval from the Agency.
- Perform any other functions that contributes or supports the achievement of the set objectives for the KP programme review as directed by the steering or technical review committees.

6.0 DURATION : This assignment has a duration of 6 months .

1. General Eligibility Criteria

- i. Evidence of company registration (certificate of incorporation of the company) including Forms CAC2 and CAC7 OR CAC evidence of list of share capital and appointment of directors;
- II. Evidence of Company's Income Tax Clearance Certificate for the last three (3) years (2019, 2020 & 2021) valid till 31st December 2022;;
- III. An Average Turnover of ₦300,000,000.00 for the 3 years (2019, 2020 & 2021).
- IV. Copy of Company Audited Accounts for the last 3 years (2019, 2020 and 2021);
- V. Evidence of PENCOM Compliance Certificate expiring by December 2022;
- VI. Evidence of ITF Compliance Certificate expiring by December 2022;
- VII. Evidence of NSITF Compliance certificate expiring by December 2022;
- VIII. Sworn Affidavit disclosing whether or not any officer of the relevant committees of the National Agency for the Control of Aids or the Bureau of Public Procurement is a former or present Director, shareholder or has any pecuniary interest in the bidder and to confirm that all information presented in its bid are true and correct in all particulars. The affidavit should be dated within August 2022 but not after the advert or submission closing date.
- IX. The minimum validity period of the Tender should be One Hundred and Twenty (120) Days;
- X. Evidence of financial capability to execute the contract by submission of Reference Letter from a reputable commercial bank in Nigeria, indicating willingness to provide credit facility for the execution of the project when needed. The letter must be addressed to NACA and dated from July, 2022.
- XI. Company's Profile;
- XII. Verifiable documentary evidence of at least Three (3) similar by showing copy of either Letters of Awards, or Job Completion Certificates or Contract Agreement.
- XIII. All documents for submission must be transmitted with a Covering/Forwarding letter under the Company Letter Head Paper using the **Tender Submission Sheet template in Form G-1** and bearing amongst others, the Registration Number (CAC), Contact Address, Telephone Number (Preferable GSM No.), and e-mail address, duly signed by the authorized officer of the firm. An unsigned bid will be disqualified.

- XIV. Copies of four (4) key staff academic certificates should be provided by firm in their submission.
- XV. Accompany your submission with details methodology and work plan for the assignment

2. COLLECTION OF TENDER DOCUMENTS

The Standard Bidding Document (SBD) can be downloaded from this link;

3. SUBMISSION OF TENDER DOCUMENTS

Prospective consulting firms are to submit two (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 copy of the Tender in another envelope, duly marking the envelopes as “**ENGAGEMENT OF TSO FOR THE KEY POPULATION PROGRAMME REVIEW IN NIGERIA.**”

” and “FINANCIAL.” The two (2) envelopes 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.

4. DEADLINE FOR SUBMISSION

The deadline for the submission of Tender should not be later than 12 noon of **Tuesday 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

5. 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 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.>

Accepting this invitation shall serve as an acknowledgement and agreement to abide by the Global Fund Code of Conduct for Suppliers.

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

14. Notes/Disclaimer

- i. Late submissions will not be accepted., and kindly note that unsigned bid is a major deviation and attract disqualification.
- 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
 - 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
 - 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
 - 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.

4. 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.

5. 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.

6. Financial Proposal Format and Content

19.1 The Financial Proposal shall provide the following information using the attached Standard Forms (Section 5B):

- (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.

If appropriate, all these costs should be broken down by activity.

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 style="text-align: center;">The identification of the Request for Proposal is: ENGAGEMENT OF TECHNICAL SERVICE ORGANIZATION FOR THE KEY POPULATION PROGRAMME IN NIGERIA</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	The source of Public Fund is GFATM
3.1	Materials, equipment and supplies used by the Consultant are not permitted if they have originated in: None
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> <p>Electronic mail address: procurement@naca.gov.ng</p>
4.1	A Pre-proposal Meeting will be held. On 9 th September,2022. At NACA Conference Room.
5.1	<ul style="list-style-type: none"> i. Evidence of company registration (certificate of incorporation of the company) including Forms CAC2 and CAC7 OR CAC evidence of list of share capital and appointment of directors; Evidence of Company's Income Tax Clearance Certificate for the last three (3) years (2019, 2020 & 2021) valid till 31st December 2022; ii. An Average Turnover of ₦300,000,000.00 for the 3 years (2019, 2020 & 2021)

	<ul style="list-style-type: none"> iii. Copy of Company Audited Accounts for the last 3 years (2019, 2020 and 2021); iv. Evidence of PENCOM Compliance Certificate expiring by December 2022; v. Evidence of ITF Compliance Certificate expiring by December 2022; vi. Evidence of NSITF Compliance certificate expiring by December 2022; vii. Sworn Affidavit disclosing whether or not any officer of the relevant committees of the National Agency for the Control of Aids or the Bureau of Public Procurement is a former or present Director, shareholder or has any pecuniary interest in the bidder and to confirm that all information presented in its bid are true and correct in all particulars. The affidavit should be dated within August 2022 but not after the advert or submission closing date viii. The minimum validity period of the Tender should be One Hundred and Twenty (120) Days; ix. Evidence of financial capability to execute the contract by submission of Reference Letter from a reputable commercial bank in Nigeria, indicating willingness to provide credit facility for the execution of the project when needed. The letter must be addressed to NACA and dated from July, 2022. x. Company's Profile; xi. Verifiable documentary evidence of at least Three (3) similar by showing copy of either Letters of Awards, or Job Completion Certificates or Contract Agreement. xii. All documents for submission must be transmitted with a Covering/Forwarding letter under the Company Letter Head Paper using the Tender Submission Sheet template in Form G-1 and bearing amongst others, the Registration Number (CAC), Contact Address, Telephone Number (Preferable GSM No.), and e-mail address, duly signed by the authorized officer of the firm. An unsigned bid will be disqualified. Xiii. Copies of four (4) key staff academic certificates should be provided by firm in their submission. XIV. Accompany your submission with details methodology and work plan for the assignment.
6.1	The estimated number of professional staff-months required for the assignment is 6 months subjected to renewal.
7.1	In the case of Fixed Budget Selection, the Financial Proposal shall not exceed the available budget of: NA
8.1	<p>The Technical Requirements for the TSO</p> <ul style="list-style-type: none"> • 3- 5 years Experience in project/programme implementation review and or evaluation in Nigeria and or sub-Saharan Africa • Experience in HIV/AIDS Programming in Nigeria and or sub-Saharan Africa • Experience of working with government organizations and multiple donor and implementation partners • Experience in the use of electronic platforms and tools (such as SurveyCTO, REDCap, KoBoCollect, ODK, Askia etc.) for data collection.

	<ul style="list-style-type: none"> • Experience in the use of data analytics and data visualization software • Must have conducted public health research at scale in Nigeria and or-sub-Saharan Africa • Must not have been a direct beneficiary of KP grants in the last 36 months • Must not have directly or indirectly conducted the IBBSS 2020 <p>6.0 Expected Outputs and Deliverables</p> <p>The output of the project will be the Nigerian HIV KP Programme Review Report in English. The structure and content of the report should meet the global best practices for reporting. The consultant will be required to submit details implementation schedule and inception report with actual delivery dates within one month of the signed contract agreement.</p> <p>The final Report should:</p> <ul style="list-style-type: none"> • Contain an executive summary (mandatory) • Be analytical in nature (both quantitative and qualitative) • Be structured around issues and related findings/lessons learnt <p>Include conclusions and recommendations</p>
9.1	Training is not a specific component of this assignment.
10.1	Additional information on the Technical Proposal includes:
11.1(d)	The other expenses shall be the following: N/A (1). .
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 1copy each of the Financial and Technical Proposal.
15.1(b)	The Proposal submission address is: Head of Procurement Address: National Agency for the Control of AIDS (NACA) No 3, Ziguinchor Street, Wuse Zone 4, Abuja
	Proposals must be submitted no later than 12Noon on Tuesday 13th h September, 2022
16.1	The number of points to be given under each of the evaluation criteria are:

	<u>Criteria, sub-criteria</u>	<u>Points</u>
	(i) Specific experience of the Consulting firm relevant to the assignment.	20
	(ii) Adequacy of the proposed work plan and methodology in responding to the terms of Reference.	
	(a) Work plan	10
	(b) Methodology	30
	(c) Organization and staffing	5
	Total points for criterion 2:	45
	(iii) Professional staff qualifications and competence for the assignment (<i>Must show evidence of professional Certification</i>)	
		30
	<p>Key Staff 1 – Project Coordinator Education: Minimum MPH or Masters in related field</p> <ul style="list-style-type: none"> • Detailed Curriculum Vitae (CV) • HIV/AIDS related research experienced Copy of Masters certificate required • Minimum 10 years’ experience in HIV or related field experience • Language – excellent written and spoken English is required <p>Key Staff 2 - Research Coordinator Education – Minimum MPH or Masters in related field</p> <ul style="list-style-type: none"> • Detailed curriculum vitae (CV) • Experienced in Reseched designs and Data Analysis softwares.Copy of Masters certificate required • Minimum of 10 years’ experience in HIV or related field research work • Language - Excellent written and spoken English is required <p>Key Staff – Data Analytics Specialist Education – Masters in related field Biostatistics, Statistics or Public Health</p> <ul style="list-style-type: none"> • Detailed Curriculum Vitae (CV) • Experienced in Data Analytics.Minimum of 5 years’ experience • Certificate required • Language – excellent written and spoken English is required 	30 (10 for PC and 10 for RC while other staffs 5 marks each.)

	Key Staff 4 – Finance/Audit Expert		
	Education – Masters in Forensic Accounting or in related field		
	<ul style="list-style-type: none"> • Detailed Curriculum Vitae (CV) • Project Management Accounting and Forensic Accounting. Minimum of 15 years’ experience • Certificate required • Language – excellent written and spoken English is required 		
	Total points for criterion		30
	The number of points to be assigned to each of the above position or discipline shall be determined considering the following three sub criteria and relevant percentage weights:		
	General Qualifications	30%	
	Professional Certification	30%	
	Experience in the Assignment	40%	
	Total Weight:	100%	
	(iv) Availability of administrative structure		5
	TOTAL POINTS		100
	The minimum Technical Score required to pass is 70 Points.		
17.1	Specify in the case of QCBS that both technical and financial are relevant and weights given to the technical and financial scores.		
17.2	The formula for determining the financial scores is the following: Sf = 100 x Fm / F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.		
17.3	The weights given to the Technical and Financial Proposals are: T = 0.7 and F = 0.3		
18.1	The address for contract negotiations is: Procurement Unit, NACA Address: National Agency for the Control of AIDS (NACA) No 3, Ziguinchor Street, Wuse Zone 4, Abuja		
19.1	The assignment is expected to commence in October, 2022.		

20.1	The name and address of the office where complaints to the Procuring Entity are to be submitted is: Head, Procurement Unit and Supply Chain Management Address: National Agency for the Control of AIDS (NACA) No 3, Ziguinchor Street, Wuse Zone 4, Abuja

Section 3. General Conditions of Contract

A. General

1. Definitions
- 1.1 The following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) The “**Client**” is the party named in the SCC who engages the Consultant to perform the Services.
 - (b) “**Completion**” means the fulfilment of the Services by the Consultant in accordance with the terms and conditions set forth in the Contract.
 - (c) The “**Completion Date**” is the date of actual completion of the fulfilment of the Services.
 - (d) The “**Consultant**” is the organisation whose proposal to perform the Services has been accepted by the Client and is named as such in the SCC and the Contract Agreement.
 - (e) “**Contract Agreement**” means the Agreement entered into between the Client and the Consultant together with the Contract Documents.
 - (f) “**Contract Documents**” means the documents listed in the Agreement, including any amendments thereto, that is these General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices.
 - (g) “**Day**” means calendar day.
 - (h) “**Effective Date**” means the date on which this Contract **comes** into force and effect pursuant to GCC Clause 18.
 - (i) “**GCC**” mean the General Conditions of Contract.
 - (j) “**Government**” means the Federal Government of Nigeria.
 - (k) The “**Intended Completion Date**” is the date on which it is intended that the Consultant shall complete the Services as specified in the SCC.
 - (l) “**Member**” means any of the entities that make up a joint venture when the Consultant consists of a joint venture; and “**Members**” means all these entities.
 - (m) “**Month**” means calendar month
 - (n) “**Party**” means the Client or the Consultant, as the case may be, and “**Parties**” means both of them. Third party means any party other than Client as Consultant.
 - (o) “**Personnel**” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform

the Services or any part t; and “Key Personnel” means the Personnel referred to in GCC Sub Clause 24.1.

- (p) **“other expenses”** means all assignment-related costs other than Consultant’s remuneration.
- (q) **“Remuneration”** means all costs related to payments of fees to the Consultant for the time spent by the professional and other staff on assignment related activities.
- (r) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (s) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendices 1 to 7 of the Contract Agreement.
- (t) **“Sub-Consultant”** means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (u) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (v) **“Writing”** means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission.

- 2. Contract Documents
 - 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts) are intended to be correlative, complementary, and mutually explanatory.
- 3. Corrupt, Fraudulent, Collusive or Coercive Practices
 - 3.1 The Government requires that Clients, as well as Consultants shall observe the highest standard of ethics during the implementation of 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 funds;

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 funds.

- 3.3 Should any corrupt or fraudulent practice of any kind referred to in GCC 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 GCC Sub-Clause 3.2 only when a satisfactory explanation is not received. Such exclusion and the reasons therefore, 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 any 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 proceedings 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.
- 3.5 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.

C. Consultant's Personnel and Sub-Consultants

4. General 23.1 The Consultant shall employ and provide such qualified and experienced Personnel and Sub Consultants as are required to carry out the Services.
5. Description of Personnel 24.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix 3, to the contract if any of the Key Personnel has already been approved by the Client, his/her name is listed as well.
6. Approval of Personnel 25.1 The Client hereby approves the Key Personnel and Sub Consultants listed by title as well as by name in Appendix 3 to the contract. In respect of other Personnel that the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed approved by the Client.
7. Removal and/or Replacement of Personnel 26.1 Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to the Client.
- 26.2 If the Client
- (a) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or
- (b) has reasonable cause to be dissatisfied with the performance of any of the Personnel,
- then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with equal or better qualifications and experience and acceptable to the Client.
8. Project Manager 27.1 If specified in the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a Project Manager, acceptable to the Client, shall take charge of the operations of the personnel and performance of such Services.

D. Obligations of the Consultant

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| 9. Standard of Performance | 28.1 The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties. |
| 10. Law Governing Services | 29.1 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub Consultants, as well as the Personnel of the Consultant and any Sub Consultants, comply with the Applicable Law. |
| 11. Conflict of Interests | 30.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. |
| 12. Consultant Not to Benefit from Commissions, Discounts | 31.1 The remuneration of the Consultant pursuant to GCC Clauses 49 to 51 shall constitute the Consultant's sole remuneration in connection with this Contract and, subject to GCC Clause 33, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Consultant shall use their best efforts to ensure that any Sub Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

31.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client. |
| 13. Consultant and Affiliates not to Engage in Certain Activities | 32.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to the Services. |
| 14. Prohibition of Conflicting Activities | 33.1 The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional |

activities in Nigeria that would conflict with the activities assigned to them under this Contract.

15. Confidentiality
- 34.1 Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For purposes of this section, “confidential information” means any information or knowledge acquired by the Consultant and/or their Personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.
16. Liability of the Consultant
- 35.0 The Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.
- 35.1 The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel.
- 35.2 The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of:
- a. infringement or alleged infringement by the Consultant of any patent or other protected right; or
 - b. plagiarism or alleged plagiarism by the Consultant.
- 35.3 The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
- 35.4 The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant’s failure to exercise the skill and care required under GCC Clause 29 provided:
- a. that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services indicated in the SCC;
 - b. that the ceiling on the Consultant’s liability under GCC Clause 29 shall be limited to the amount indicated in the SCC, except

that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct; and

- c. that the Consultant's liability under GCC Clause 29 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.

35.5 In addition to any liability the Consultant may have under GCC Clause 29, the Consultant shall, at their own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under GCC Clause 29.

35.6 Notwithstanding the provisions of paragraph (a) of this GCC Clause 36, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which Consultant do not agree; or (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

17. Insurance to be taken out by the Consultant

36.1 The Consultant

- (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost, but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and
- (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

18. Accounting, Inspection and Auditing

37.1 The Consultant shall

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant costs and the bases for these costs;
- (b) periodically permit the Client or its designated representative or the development partner's representative (when applicable), and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them

audited by auditors appointed by the Client, if so required by the Client as the case may be.

- 37.2 The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
19. Consultant's Actions Requiring Client's Prior Approval
- 38.1 The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) Any change or addition to the Personnel listed in Appendix 3 to the Contract;
 - (b) Any sub-contract work relating to the Services to an extent and with such specialists and entities as may be approved; and
 - (c) Any other action that may be specified in the SCC.
- 38.2 Notwithstanding any approval under Sub-Clause 39.1(b), the Consultant shall remain fully liable for the performance of Services by the Sub-Consultant and its personnel and retain full responsibility for the Services. In the event that any Sub-Consultant is found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request and the Consultant shall provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
20. Reporting Obligations
- 39.1 The Consultant shall submit to the Client the reports and documents specified in Appendix 2 to the Contract hereto, in the form, in the numbers and within the time periods set forth in the said Appendix 2. Final reports shall be delivered in CD ROM in addition to the hard copies specified in the said Appendix.
21. Proprietary Rights on Documents Prepared by the Consultant
- 40.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software, and use such software for their own use with the prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of the development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled, at its sole discretion, to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC. Consideration: seek legal advice

22. Proprietary Rights on Equipment and Materials Furnished by the Client. 41.1 Equipment, tools and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

E. Obligations of the Client

23. Assistance and Exemptions 42.1 The Client shall use its best efforts to ensure that the Government shall:
- (a) Provide the Consultant, Sub-Consultants and Personnel with documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services;
 - (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
 - (c) assist the Consultant in obtaining necessary licenses and permits needed to carry out the services; and
 - (d) provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.
24. Access to Land 43.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services. The Consultant shall, however, be responsible for any damage to such land or any property thereon resulting from such access, and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub Consultant or the Personnel of either of them.
25. Change in the Applicable Law Related to Taxes and Duties 44.1 If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the amounts otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement

between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC Sub Clause 49.2.

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| 26. Services, Facilities and Property of the Client | 45.1 | The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix 5A to the contract at the times and in the manner specified in said Appendix 5A. |
| | 45.2 | In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix 5A to the contract, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to GCC Sub Clause 49.3. |
| 27. Payment | 46.1 | In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by GCC Clauses 49 to 55. |
| 28. Counterpart Personnel | 47.1 | The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix 5B to the contract. |
| | 47.2 | If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix 5B, the Client and the Consultant shall agree on <ul style="list-style-type: none">(a) how the affected part of the Services shall be carried out, and(b) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to GCC Sub-Clause 49.3. |
| | 47.3 | Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request. |

F. Payments to the Consultants

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| 29. Cost of Services: | 48.1 | The cost of the Services is set forth in Appendix 6 to the contract. |
| | 48.2 | Except as may be otherwise agreed under GCC Clause 22, payments under this Contract shall not exceed the amount specified in the SCC. |
| 30. Payments: General | 49.1 | All payments under this Contract shall be made to the account of the Consultant specified in the SCC. |
| | 49.2 | With the exception of the final payment under GCC Clause 55, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder. |
| 31. Lump-Sum Remuneration | 50.1 | Subject to the ceiling specified in GCC Sub-Clause 49.2, the Client shall pay to the Consultant total remuneration which shall be a fixed lump-sum including all staff costs, sub-consultants costs, reimbursables, and all other costs incurred by the Consultant in carrying out the Services described in Appendix 1. The contract price may only be increased above the amounts stated in GCC Sub-Clause 49.2, if the Parties have agreed to additional payments in accordance with GCC Sub-Clause 22.1. |
| 32. Modes of Payment | 51.1 | Payments in respect of the Services shall be made as specified in GCC Clauses from 53 to 55. |
| 33. Advance Payment | 52.1 | If so specified in the SCC, an Advance Payment shall be made to the Consultant, of the amount and within the number of days after the Effective Date as specified in the SCC. If the advance payment exceeds ten percent (10%) of the contract price, then the advance payment shall be made against the provision of a Bank Guarantee by the Consultant which shall:

(a) remain effective until the Advance Payment has been fully offset; and

(b) be in the format as shown in Appendix 7. |
| | 52.2 | The Advance Payment will be offset by the Client in a way specified in the SCC. |
| 34. Interim Payments | 53.1 | Payment will be made according to the payment schedule stated in the SCC subject to the provision of advance payment stated in GCC Clause 53. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due. |
| | 53.2 | The Client shall pay the Consultant within forty five (45) days after the receipt by the Client of the invoices with supporting documents. |

Only such portion of a statement that is not satisfactorily supported may be withheld from payment.

- 53.3 Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
35. Final Payment 54.1 The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory sixty (60) days after receipt of the final report and final statement by the Client unless the Client, within such sixty (60) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated until such time as the final report and the final statement have been approved by the Client.
36. Suspension of Payments 55.1 The Client may, by written notice of suspension to the Consultant, suspend all or part of the payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:
- (a) shall specify the nature of the failure, and
 - (b) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

G. Time Control

37. The Services to be Completed by the Intended Completion Date 56.1 The Consultant shall carry out the Services in accordance with the Programme submitted by the Consultant, as updated with the approval of the Client and complete them by the Intended Completion Date.
38. Early Warning 57.1 If at any time during performance of the Contract, the Consultant or its Sub-Consultants should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Consultant shall promptly notify the Client in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Consultant's notice, the Client shall evaluate the

situation, and the Consultant shall cooperate with the Client in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.

39. Extension of the Intended Completion Date 58.1 In the event the Consultant is unable to complete the assignment by the Intended Completion Date it may request the Client to extend the Intended Completion Date giving reasons thereof. The Client shall extend the Intended Completion Date if the reasons given by the Consultant are found acceptable. The Client shall, however, decide by how much to extend the Intended Completion Date.
40. Progress Meetings 59.1 The Client and the Consultant shall arrange progress meetings at regular intervals to review the progress of works. The meeting may review the plans for dealing with matters raised in accordance with the early warning procedure.
- 59.2 The Client shall record the business of progress meetings and provide copies of the record to those attending the meeting and to the Consultant for action.

H. Good Faith and Fairness in Operation

41. Good Faith 60.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
42. Fairness in Operation 61.1 The Parties recognize that it is impractical in the Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC Clause 74.

I. Termination and Settlement of Disputes

43. Termination for Default 62.1 The Client or the Consultant, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.
- 62.2 Fundamental breaches of the contract shall include but shall not be limited to, the following:
- (a) If the Consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of

suspension pursuant to GCC Clause 56, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;

- (b) If the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;
- (c) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract;
- (d) If the Consultant or the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Sub-Clause 74.2;
- (e) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to GCC Sub-Clause 74.2 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or
- (f) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

- | | | |
|---------------------------------|------|---|
| 44. Termination for Insolvency | 63.1 | The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if: <ul style="list-style-type: none">(a) the Client becomes bankrupt or otherwise insolvent;(b) the Consultant becomes (or, if the Consultant consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or(c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party. |
| 45. Termination for Convenience | 64.1 | The Client, by notice sent to the Consultant, may in its sole discretion and for any reason whatsoever, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective. |

46. Termination because of Force Majeure 65.1 The Client and the Consultant may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
47. Force Majeure 66.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- 66.2 Force Majeure shall not include any:
- (a) event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultants or agents or employees, or
 - (b) event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 66.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
48. No Breach of Contract 67.1 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
49. Measures to be Taken on Force Majeure 68.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 68.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly

give written notice of the restoration of normal conditions as soon as possible.

68.3 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

68.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

50. Cessation of Rights and Obligations 69.1 Upon termination of the Contract pursuant to GCC Clauses 19, 63, 64, 65 or 66, or upon expiration of this Contract pursuant to GCC Clause 21, all rights and obligations of the Parties hereunder shall cease, except

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in GCC Clause 35;
- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 38; and
- (d) any right which a Party may have under the Applicable Law.

51. Cessation of Services 70.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 63, 64, 65 or 66, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by GCC Clauses 41 or 42.

52. Payment upon Termination 71.1 Upon termination of the Contract pursuant to GCC Clauses 63, 64, 65 or 66, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to GCC Sub-Clause 51.2 for Services satisfactorily performed prior to the effective date of termination, and other expenditures pursuant to GCC Sub-Clause 51.3 for expenditures actually incurred prior to the effective date of termination; and other expenditures
 - (b) except in the case of termination on the Consultant's default, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.
53. Disputes about Events of Termination
- 72.1 If either Party disputes whether an event specified in GCC clause 63, 64 or 66 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 74, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- 72.2 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 74.
54. Settlement of Disputes
- 73.1 Amicable Settlement
- (a) The Client and the Consultant shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 73.2 Arbitration
- (a) Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within twenty eight (28) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration in accordance with the **Conciliation and Arbitration Act, LFN 2004 as amended** as at present in force and in the place shown in the SCC.

Section 4. Special Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<p>1.1 (a)</p> <p>1.1 (d)</p> <p>1.1 (k)</p>	<p>The Client is The National Agency for the Control of AIDS (NACA), No 3, Ziguinchor Street, Wuse Zone 4, Abuja</p> <p>The Consultant is [<i>Name, address and name of authorized representatives</i>]</p> <p>The Intended Completion Date is: Six (6) months after the contract agreement.</p>
4.6	The assignment is to be completed in 6 months subjected to renewal
[6.1]	Non eligible countries are: NONE
[6.2]	[Materials, equipment and supplies used by the Consultant are not permitted if they have originated in NONE
11.1	<p>The addresses for <u>Communications and Notices</u> are:</p> <p>Attention: Head Procurement and Supply Chain Management. Address: National Agency for the Control of AIDS (NACA) No 3, Ziguinchor Street, Wuse Zone 4, Abuja Telephone: +234-9-4613726 Facsimile number: +234-9-4613700 Electronic mail address: info@naca.gov.ng</p> <p>Consultant :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail :</p>
15.1	<p>The Member in Charge is [<i>insert name of member</i>].</p> <p><i>Note: If the Consultant consists of a joint venture of more than one entity, the name of the entity whose address is specified in Clause SCC 11 should be inserted here. If the Consultant consists only of one entity, this Clause SCC 15.1 should be deleted from the SCC.</i></p>
16.1	The Authorized Representatives are:

	<p>For the Client : Head Procurement .Unit.</p> <p>The National Agency for the Control of AIDS (NACA), No 3, Ziguinchor Street, Wuse Zone 4, Abuja</p> <p>For the Consultant :</p>
18.1	<p>The effectiveness conditions are the following: <i>[NA]</i></p> <p><i>Note: List here any conditions of effectiveness of the Contract, e.g., receipt by Consultant of advance payment and by Client of advance payment guarantee (see Clause GCC 53. If there are no effectiveness conditions, then state so above.</i></p>
19.1	<p>The time period shall be 6 month subjected to renewal</p>
20.1	<p>The person designated as Project Manager in Appendix C to the contract shall serve in that capacity</p> <p><i>Note: If there is no such manager, then state so above.</i></p>
21.1 (a)	<p>The number of months shall be 6 month subjected to renewal</p>
21.1 (b)	<p>The ceiling on Consultant’s liability shall be limited to <i>[insert amount]</i><i>NA</i></p>
21.1(c)	<p>The risks and the coverage shall be as follows:</p> <p>(a) Professional Liability insurance, with a minimum coverage of ₦10,000,000.00;</p> <p>(b) Employer’s Liability and Workers’ Compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as may be appropriate;</p>
21.1(d)	<p>The other actions are: <i>[NA]</i>.</p> <p><i>Note: If there are no other actions, then state so above. If the Services consist of or include the supervision of civil works, the following action should be inserted:</i></p> <p>“taking any action under a civil works contract designating the Consultant as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the Client as “Employer” is required”.</p>
22.1	<p><i>Note:</i></p>

	“The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client”.
23.1	The Client shall provide the consultants with the following commodities: NA
24.1	The Lump-sum amount is :
25.1	The account is: <i>[insert account]</i> .
26.1	Advance payment of 30% t apply for this services (1)
27.1	Payment shall be made according to the following schedule: 30% - The consultant must have provide a detailed implementation schedule and inception report with actual delivery dates within one month of the assignment. 30% - The Consultant also to provide interim progress report covering first 3 months activities which will be validated and interim valuation certificate issued by the user Department 40% - upon completion of the assignment by submitting a job completion certificate and final report approved by the user Department
28.1	The interest rate is 1% above lending rate of commercial banks in Nigeria
29.1	The place of Arbitration is: Abuja, Nigeria

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:		N ^o 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.

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
Staff Remuneration (1)	
Reimbursable Expenses (1)	
Sub-Total	
Local Taxes (1)	

1# Staff Remuneration, Reimbursable Expenses and Taxes must coincide with relevant Total Costs indicated in Forms 5B3, 5B4 and 5B5.

5D. Appendices

Appendix 1 Bank Guarantee for Advance Payments

Appendix 2 Description of the Services

This Appendix will include the final Terms of Reference worked out by the Client and the Consultant during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

Appendix 3 Lump-Sum Cost and Reimbursable

Appendix 4 Reporting Requirements

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

1. Other items not covered in the foregoing.

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