

**FEDERAL GOVERNMENT OF NIGERIA**

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

**STANDARD REQUEST FOR  
PROPOSALS**

for the

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

**Engagement of Technical Support Organization for Integrated Biological & Behavioural  
Surveillance (IBBS) among Key Population in Nigeria**

**National Agency for the Control of AIDS (NACA)  
Invitation for Proposal No: NACA/PRO/1564/ETSO(IBBSS)/VOL.1  
2024 Engagement of Technical Support Organization for Integrated  
Biological & Behavioural Surveillance (IBBS) among Key Population in  
Nigeria.**

**Issued on 25<sup>th</sup> June, 2024**

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## The Managing Director

Dear Sir:

1. The National Agency for the Control of AIDS (NACA) invites proposals for consulting services for the following assignment: **Integrated Biological & Behavioural Surveillance (IBBS) among key populations in Nigeria**. The main goal of this study is to obtain serological and behavioural information on key populations including Female sex workers (FSWs) both brothel and non-brothel based FSWs, Men who have sex with men (MSM), People who inject drugs (PWID) and Transgender populations (TGs) with a view to adapting HIV prevention and care programmes suited to their context.

2. More details on the requested services are provided in the Terms of Reference in **section A below**

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

4. The firm will be selected based on QCBS method. the firm is also expected to submit a details Technical Approach, Methodology and workplan on the assignment for consideration.

5. The following forms are attached:

(a) Terms of Reference;

(b) Model of Curriculum Vitae;

(c) Model of Letter for submitting the Proposal;

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

Yours sincerely,

**Ishaya Dawha**  
Head Procurement  
For Director General

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# Section 1. Instructions to Consultants

## A. General

1. Scope of Assignment
    - 1.1 The Client, named in the Special Instructions to Consultants (SIC), will select a Consultant for the specific assignment as specified in the SIC and described in details in Section 3: Terms of Reference.
  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 ITC is issued.
  3. Corrupt, Fraudulent, Collusive, Coercive or Obstructive 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 an 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, coercive or obstructive practices in competing for, or in executing, a Contract under public funds.
    - 3.3 Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind 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 above only when a satisfactory explanation is not received.
    - 3.4 The Government defines corrupt, fraudulent, collusive, coercive or obstructive practices, for the purposes of this provision, in the Contract Agreement Sub-Clause 3.4.
    - 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.
  4. Eligible Consultants
    - 4.1 The Consultant shall be a national of Nigeria unless otherwise stated in the SIC.
    - 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, coercive or obstructive practices in accordance with ITC Sub-Clause 3.2.
    - 4.4 The Consultant has fulfilled its obligations to pay taxes, pension fund and ITF contributions under the relevant national laws or regulations.
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- 4.5 Government officials and civil servants, including persons of autonomous bodies or corporations may be hired to work as individual consultant subject to the provisions of the Public Procurement Regulations and Procedures 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.
5. Conflict of Interest
- 5.1 Government policy requires that the Consultant provide professional, objective, and impartial advice, and at all times hold the Executing Agency's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. The Consultant shall not be hired for any assignment that would be in conflict with their prior or current obligations or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- 5.2 The Consultant has an obligation to disclose any situation of actual or potential conflict of interest that impacts on his capacity to serve the best interest of his 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.
- 5.3 The Consultant 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.

## **B. Request for Proposal**

6. Proposal: Sections
- 6.1 The sections comprising the RFP are listed below:  
 Section 1: Instructions to Consultants (ITC)  
 Section 2: Special Instructions to Consultants (SIC)  
 Section 3: Terms of Reference (TOR)  
 Section 4: Proposal Forms  
 Section 5: Contract Forms.
- 6.2 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.
7. Proposal: Clarification
- 7.1 The Client shall respond in writing to any request for clarification, provided that such request is received from the Consultant no later than ten (10) working days prior to the deadline for submission of Proposals. The address for clarification requests is stated in the SIC.
8. Proposal: Amendment
- 8.1 At any time prior to the deadline for submission of Proposals, the Client may, on its own initiative or in response to an enquiry by a Consultant, amend the RFP by issuing an amendment, and may, at its discretion, extend the deadline for the submission of Proposals.

## **C. Proposal Preparation**

9. Proposal Language
- 9.1 The Proposal, as well as all correspondences and documents relating to the Proposal shall be written in the English language unless specified otherwise in the SIC.
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10. Proposal Preparation 10.1 The Consultant shall examine in detail the documents comprising the TOR, and prepare the Proposal using the forms furnished in Section 4: Proposal Forms.
11. Client Inputs 11.1 In preparing the Proposal the Consultant may assume that the Client will:
- (a) provide at no cost to the Consultant the inputs and facilities specified in the SIC; and
  - (b) make available relevant project data and reports together with the Contract to the Consultant.
12. Technical Proposal Preparation 12.1 While preparing the Technical Proposal, a Consultant must give particular attention to the instructions provided in ITC Sub-Clause 12.2 to 12.7 inclusive.
- 12.2 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 with another firm, where that firm is a sub consultant 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.
- 12.3 For 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.
- 12.4 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.
- 12.5 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.
- 12.6 Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- 12.7 Reports to be submitted by the Consultants as part of the assignment shall be in the English language.
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13. Technical Proposal:  
Format and Content

13.1 The Technical Proposal shall provide the following information using the Standard Forms (Section 4A)

- (a) Form 4A1: Technical Proposal Submission Form in the format of a letter, duly signed by an authorised signatory of the Consultant:
- (b) Form 4A2: 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 4A3: 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 4A4: 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 4A5) and should be in the form of a bar chart showing the timing proposed for each activity.
- (e) Form 4A6: 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 4A7: 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 4A8: 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.
- (i) Any additional information that might be requested in the SIC.

13.2 The Technical Proposal shall not include any financial information.

14. Financial Proposal

14.1 The Financial Proposal shall provide the following information using the attached Standard Forms (Section 4B).

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|---------------------------------|---|
| Format and Content              | <ul style="list-style-type: none"> <li>(a) Form 4B1: 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.</li> <li>(b) Form 4B2: being the Summary of Costs against staff remuneration, reimbursable expenses, and the taxes;</li> <li>(c) Form 4B3: being the breakdown of costs against staff remuneration;</li> <li>(d) Form 4B4: being the breakdown of costs against reimbursable expenses. A sample list is provided in the SIC;</li> <li>(e) Form 4B5: 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.</li> </ul> <p style="margin-left: 40px;">If appropriate, all these costs should be broken down by activity.</p> |
| 15. Taxes                       | 15.1 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.   |
| 16. Alternative Proposals       | 16.1 Unless otherwise stated in the SIC, alternative proposals shall not be considered.   |
| 17. Proposal Prices             | <p>17.1 The Consultant shall indicate on the Financial Proposal the unit prices and total price of the Services it proposes to supply under the contract.</p> <p>17.2 Prices quoted by the Consultant shall be fixed, but subject to variation, under exceptional reasons, to be agreed during negotiations.</p>  |
| 18. Proposal Currency           | 18.1 All prices shall be quoted in Naira.   |
| 19. Proposal Validity           | <p>19.1 Proposals shall remain valid for the period specified in the SIC after the Proposal submission deadline date prescribed by the Client.</p> <p>19.2 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 within this period.</p> <p>19.3 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>   |
| 20. Proposal Format and Signing | <p>20.1 The Consultant shall prepare one (1) original of the Technical Proposal as described in ITC Sub-Clause 13.1 and one (1) original of the Financial Proposal as described in ITC Sub-Clause 14.1 and clearly mark them “ORIGINAL”.</p> <p>20.2 The Consultant shall prepare the number of copies as specified in the SIC of each Proposal and clearly mark them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail.</p>  |

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20.3 The original and all copies of the Proposal 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.

#### **D. Proposal Submission**

21. Proposal Sealing and Marking
- 21.1 The Consultant shall enclose the original Technical Proposal and the original Financial Proposal and all copies of the Proposal in two separate sealed envelopes, and enclose the two envelopes in one sealed outer envelope, which shall:
- (a) bear the name and address of the Consultant;
  - (b) be addressed to the Client at the address specified in the SIC; and
  - (c) bear the name of the Assignment as specified in the SIC.
- 21.2 The envelope with the Financial Proposal shall carry a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL”.
- 21.3 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.
- 21.4 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.
22. Proposal Submission Deadline
- 22.1 Proposals must be received by the Client at the address specified under ITC Clause 21 no later than the date indicated in the SIC.
- 22.2 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.
- 22.3 The Client may, at its discretion, extend the deadline for the submission of Proposals by amending the RfP in accordance with ITC Clause 8.1.
23. Proposal Submitted Late
- 23.1 Any Proposal received by the Client after the deadline for submission of Proposals, in accordance with ITC Clause 22.1, shall be declared late, and returned unopened to the Consultant.
24. Proposal Modification, Substitution or Withdrawal
- 24.1 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 21.1, (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 21 (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 22.1.
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24.2 Proposals requested to be withdrawn in accordance with ITC Sub-Clause 24.1 shall be returned unopened to the Consultants.

24.3 No Proposal may be modified, substituted, or withdrawn after the deadline for submission of Proposals specified in ITC Clause 22.1.

### **E. Proposal Opening and Evaluation**

25. Proposal Opening 25.1 There shall be public opening of the Technical Proposals, the Client shall open all Technical Proposals received shortly after the deadline and at the place specified in the SIC.
- 25.1 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 the SIC.
- 25.1 No Proposal shall be rejected at Proposal opening, except for late Proposals, which shall be returned unopened to the Consultant pursuant to ITC Clause 15.1
26. Confidentiality 26.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals, until a Contract has been signed with the successful Consultant.
- 26.1 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved by the relevant authority.
27. Proposal Clarification 27.1 The Client may, in writing, ask Consultants for clarification of their Proposals in order to facilitate the examination and evaluation of Proposals.
28. Contacting the Client 27.1 Following the opening of the Proposals, and until the Contract is signed, no Consultant shall make any unsolicited communication to the Client.
- 27.1 Any effort by a Consultant to influence the Client in its decisions on the examination, evaluation, and comparison of either the Proposals or Contract award may result in the rejection of its Proposal.
29. Proposal: Evaluation 29.1 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 the SIC
- 29.2 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.
30. Financial Proposal Opening 30.1 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.
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- 30.2 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 completing the selection process.
- 30.3 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.
31. Financial Proposal Opening and Evaluation
- 31.1 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.
- 31.2 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 include all local taxes, duties and other charges imposed under the Applicable Law.
- 31.3 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.
32. Correction of Arithmetical Errors
- 32.1 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.
- 32.2 If the Consultant does not accept the correction of arithmetic errors, its Proposal shall be disqualified.
33. Combined Evaluation
- 33.1 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 34, 35.
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- 33.2 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 34, 35.
- 33.3 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 34, 35.
34. Negotiations
- 34.1 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.
- 34.2 During negotiations, the Client and the Consultant will finalise the Terms of Reference, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”.
- 34.3 The financial negotiations will involve the remuneration and other reimbursable costs to be paid to the Consultant.
35. Conclusion of Negotiations
- 35.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract.
- 35.2 If negotiations with the first ranked Consultant fail to produce a satisfactory contract then negotiations will be conducted with the second-ranked Consultant (and the third-ranked Consultant, if necessary, until a satisfactory agreement is concluded).

## **F. Contract Award**

36. Contract Award
- 36.1 After completing negotiations and after having received the approval to award the Contract, the Client shall award the Contract to the selected Consultant.
37. Debriefing
- 37.1 After Contract signature, the Client shall promptly notify the other Consultants that they were unsuccessful.
- 37.2 The Client shall promptly respond in writing to any unsuccessful Consultant who requests the Client in writing to explain on which grounds its Proposal was not selected.
38. Commencement of Services
- 38.1 The Consultant is expected to commence the assignment on the date and at the location specified in the SIC.
39. Consultants Right to Complain
- 39.1 Any short listed Consultant has the right to complain in accordance with paragraph 23 of the Public Procurement Act 2007 under Administrative Review.
- 39.2 The complaint shall firstly be processed through an administrative review following the procedures set out in the Act. The place and address for the first step in the submission of complaints to the Accounting Officer is provided in the SIC.
- 39.3 If the Consultant considers that its complaint has not been dealt with equitably, it may, in accordance with the Act, within 10 working days
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submit an appeal to the DG 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.

- 39.4 If not satisfied with the outcome of the Bureau's review, the Consultant may appeal to the Federal High Court within 30 days after receipt of the Bureau's decision or expiration of the time stipulated for the Bureau to deliver a decision. [ Public Procurement Act Section 54(7) ].

## Section 2. Special Instructions to Consultants

|                   |   |
|-------------------|---|
| <b>ITC Clause</b> | <b>Amendments of, and Supplements to, Clauses in the Instruction to Consultants.</b>  |
| <b>1.1</b>        | <p>The Client is: <b>National Agency for the Control of AIDS (NACA)</b></p> <p>The identification of the Request for Proposal is: <b>The Engagement of Consulting Firm for the Integrated Biological &amp; Behavioural Surveillance (IBBS) among key populations in Nigeria</b></p> <p>The objectives and brief description of the Services are: <b>The main goal of this study is to obtain serological and behavioural information on key populations including Female sex workers (FSWs) both brothel and non-brothel based FSWs, Men who have sex with men (MSM), People who inject drugs (PWID) and Transgender populations (TGs) with a view to adapting HIV prevention and care programmes suited to their context.</b></p> <p>The Method of selection is: <b>Quality and Cost Based Selection (QCBS) Method</b></p> |
| <b>2.1</b>        | The source of Public Fund is <b>Global Fund Grant.</b>  |
| <b>1.3</b>        | <p>The assignment is not phased.</p> <p>The assignment is to be completed within <b>12 Months (October – 2024 to September – 2025)</b></p>  |
| <b>4.1</b>        | Only Consulting Firms who are registered in Nigeria that are eligible to participate.   |
| <b>7.1</b>        | <p>For <b>clarification of Proposal</b> purposes only, the Client’s address is:</p> <p>Attention: <b>Head Procurement</b></p> <p>Address: <b>National Agency for the Control of AIDS (NACA)</b><br/> <b>Ground Floor Room 1.08</b><br/> <b>No. 3 Zingunchor Street, Beside AEDC Office, Wuse zone 4, Abuja</b><br/> <b>Email: <a href="mailto:procurement@naca.gov.ng">procurement@naca.gov.ng</a></b></p> <p>Telephone:</p> <p>Facsimile:</p> <p>E-mail:</p>   |
| <b>9.1</b>        | The Proposal shall be completed and written in the <b>English language.</b>   |
| <b>11.1(a)</b>    | <b>The Client will provide the following inputs and facilities:</b>   |
| <b>12.2</b>       | The Consulting firm must submit <b>one original for both the Technical and the Financial Proposal and one (1) of copy of the Technical and Financial Proposals. Also submit soft copies both Technical and Financial proposals in passworded flash drives.</b>  |
| <b>12.3</b>       | The estimated number of professional staff-months required for the assignment is <b>12 Months.</b>  |

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| 12.4 | In the case of Fixed Budget Selection, the Financial Proposal shall not exceed the available budget of Naira. N/A  |
| 12.5 | <p><b>The minimum qualifications for consulting firms are: The following technical competencies are required of the agencies:</b></p> <ol style="list-style-type: none"> <li>1. Evidence of a certificate of incorporation with Corporate Affairs Commission (CAC) including Form CAC2 and CAC7</li> <li>2. Evidence of current Firm's Tax Clearance Certificate for the last three (3) Years (2021, 2022, 2023)</li> <li>3. Evidence of VAT Registration with TIN No. and up-to-date remittance</li> <li>4. Evidence of Certificate of Compliance with National Pension Commission (PENCOM) valid till 31<sup>st</sup> December, 2024;</li> <li>5. Evidence of Certificate of Compliance by Industrial Training Fund in line with the provisions of ITF Act, 2011 valid till 31<sup>st</sup> December, 2024;</li> <li>6. Evidence of Certificate of Compliance with the employees Compensation Act which requires that all Employers of labor must remit 1% of the total annual emolument of their workers to the Nigerian Social Insurance Trust Fund (NSITF). valid till 31<sup>st</sup> December, 2024;</li> <li>7. Evidence of Registration with the Bureau of Public Procurement (BPP) on classification and categorization of Federal contractors. valid till 31<sup>st</sup> December, 2024;</li> <li>8. Company Audited Account for the immediate past (3) years, 2021, 2022 &amp; 2024;</li> <li>9. Evidence of financial capability supported with bank references from a reputable bank and commitments.</li> <li>10. Reference Letter from a reputable Commercial Bank in Nigeria, indicating willingness to provide credit facility for the execution of the project when needed;       <ol style="list-style-type: none"> <li>g. Sworn Affidavit:           <ul style="list-style-type: none"> <li>• 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;</li> <li>• that no Director has been convicted in any Country for any criminal offence relating to fraud or financial impropriety or criminal misrepresentation or falsification of facts relating to any matter;</li> <li>• that the Company is not in receivership, the subject of any form of insolvency or bankruptcy proceedings or the subject of any form of winding up petition or proceedings;</li> </ul> </li> </ol> </li> <li>11. Company's Profile with the Curriculum Vitae of Key Staff to be deployed for the project, including copies of their Academic/Professional qualifications;</li> <li>12. Company's profile including profile of staff, including CV, academic and professional certificates duly signed by the academic and professional body;</li> <li>13. Details and proof of 3 similar and verifiable projects successfully executed by the firm in the past 5 year which includes award letters, photographs and copies of transaction documents including project completion certificates.</li> <li>14. For Joint Venture/Partnership, Memorandum of Understanding (MoU) should be provided (CAC, Tax Clearance Certificate, Pension Clearance Certificate, ITF Compliance Certificate, NSITF Clearance Certificate, IRR &amp; Sworn Affidavit are compulsory for each JV partner)</li> </ol> |



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| 13.1 (h) | The assignment does not include a major training component   |
| 13.1 (i) | <p><b>Technical Requirements for the TSO are:</b></p> <p>Strong knowledge of the Nigerian HIV and AIDS epidemic and the national response, the legislative, and policy environment including the HIV National Strategic Plan (NSP 2023-2027). <b>(This must be evidenced by 10 Years and above company profile of experience working in HIV space).</b></p> <ul style="list-style-type: none"> <li>● Experience with conducting public health research on a large scale in Nigeria and or-sub-Saharan Africa. <b>(This must be evidenced by acknowledged final research report in Nigeria)</b></li> <li>● Proven experience in HIV/AIDS Programming in Nigeria and or sub-Saharan Africa- <b>(This must be evidenced by - list of 5 HIV projects implemented).</b></li> <li>● Experience working with programming for/with key population groups in Nigeria and or sub-Saharan Africa. <b>(This must be evidenced by list of 3 Key population projects implemented)</b></li> <li>● Proven experience conducting sentinel surveillance among key populations in Nigeria and/or sub-Saharan Africa. <b>(This must be evidenced by Report of research conduct for Key population)</b></li> <li>● Good understanding of the monitoring and evaluation system for HIV in Nigeria. <b>(This must be evidenced by 10 Years of experience working in HIV space).</b></li> <li>● Knowledge of and proven experience with data management including data collection, data analytics, data visualization, and report writing for similar surveys. <b>(This must be evidenced by Report of research conduct for Key population and final research report in Nigeria)</b></li> <li>● Experience working with the National Agency for the Control of AIDS/and or Federal Ministry of Health or government organization working in HIV in sub-Saharan Africa. <b>Evidenced of Previous contract (added advantage)</b></li> </ul> <p><b>Professional staff qualifications and competence for the assignment (Must show evidence of academic and professional Certifications)</b></p> <p><b>Key Staff 1 – Project Coordinator</b><br/> Education: Minimum MPH or Masters in related field</p> <ul style="list-style-type: none"> <li>· Detailed Curriculum Vitae (CV)</li> <li>· HIV/AIDS related research experienced Copy of Masters certificate required</li> <li>· Minimum 10 years’ experience in HIV or related field experience</li> <li>· Language – excellent written and spoken English is required</li> </ul> <p><b>Key Staff 2 – Survey Coordinator</b><br/> Education – Minimum MPH or Masters in related field</p> <ul style="list-style-type: none"> <li>· Detailed curriculum vitae (CV)</li> <li>· Experienced in Research designs and Data Analysis software. Copy of Masters certificate required</li> <li>· Minimum of 10 years’ experience in HIV or related field research work</li> <li>· Language - Excellent written and spoken English is required</li> </ul> <p><b>Key Staff 3 – Data Analytics Specialist</b><br/> Education – Masters in related field Biostatistics, Statistics or Public Health</p> <ul style="list-style-type: none"> <li>· Detailed Curriculum Vitae (CV)</li> <li>· Experienced in Data Analytics. Minimum of 5 years’ experience</li> <li>· Certificate required</li> <li>· Language – excellent written and spoken English is required</li> </ul> <p><b>Key Staff 4 – Finance/Audit Expert</b><br/> Education – Masters in Forensic Accounting or in related field</p> <ul style="list-style-type: none"> <li>· Detailed Curriculum Vitae (CV)</li> <li>· Project Management Accounting and Forensic Accounting. Minimum of 15 years’ experience</li> <li>· Certificate required</li> </ul> |

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|                | <ul style="list-style-type: none"> <li>· Language – excellent written and spoken English is required</li> </ul> <p>Team Leader Must have at least 10 years of similar job experience</p> <p><b>Professional 1:</b> Must possess Knowledge and experience of IT and emerging new media (social media, new technologies)</p> <p><b>Key Staff 5 – Laboratory Scientist</b></p> <p>Education: Minimum MPH or Masters in related field</p> <ul style="list-style-type: none"> <li>· Detailed Curriculum Vitae (CV)</li> </ul> <p>HIV/AIDS related research experienced Copy of Masters certificate required</p> <ul style="list-style-type: none"> <li>· Minimum 10 years’ experience in HIV or related field experience</li> <li>· Language – excellent written and spoken English is required</li> </ul>   |
| <b>14.1(d)</b> | <p>The Reimbursable expenses shall be the following:</p> <ol style="list-style-type: none"> <li>(1). cost of locally procured items, office accommodations, camp facilities, camp services, equipment rentals, utilities and communication charges, all if and to the extent required for the purpose of the Services;</li> <li>(2). cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3). cost of communications such as the use of telephone and facsimile required for the purpose of the Services;</li> <li>(4). cost, rental and freight of any instruments or equipment required to be provided by the Consultant for the purposes of the Services;</li> <li>(5). cost of printing and dispatching of the Reports to be produced for the Services;</li> <li>(6). the cost of training of the Client’s personnel [<i>This item should considered only if the training is a major component of the assignment, and it is specified as such in the TOR</i>];</li> <li>(7). cost of any subcontract required for the Services in the TOR;</li> <li>(8). other allowances where applicable and provisional or fixed sums (if any); and</li> <li>(9). cost of such further items required for purposes of the Services not covered in the foregoing.</li> </ol> |
| <b>15.1</b>    | <p><i>Specify here if the Consultancy is subject to Nigerian taxes and if so where the Consultant can obtain information on its tax liability: <b>Finance and Account department of the Agency</b></i></p> <p><b>Note that all Global Fund procurement is VAT Exempted</b></p>  |
| <b>15.2</b>    | <p>Additional information on the Technical Proposal includes: <b>Please note that only consulting Firms that score the minimum of 70 and above in the technical evaluations will be invited for the financial opening after which Shortlisted Consulting Firms will be invited for a presentation of their proposal to Abuja immediately after the evaluations are completed</b></p>  |
| <b>16.1</b>    | <p>Alternative Proposals will not be permitted.</p>   |
| <b>19.1</b>    | <p>Proposals must remain valid for 120 days after the submission date.</p> <p>A bid security shall require in an amount not more than 2% of the bid price by way of a commercial bank guarantee issued by a reputable financial institution acceptable to NACA.</p>   |

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| 21.1 (b) | The Proposal submission address is: <b>National Agency for the Control of AIDS (NACA) Ground Floor Room 1.08 No. 3 Zinguinchor Street, Beside AEDC Office, Wuse zone 4, Abuja</b>   |   |
| 22.1     | Proposals must be submitted no later than: <b>12 Noon Tuesday, 23<sup>rd</sup> July, 2024</b>   |   |
| 29.1     | Criteria, sub criteria, and point system for the evaluation of Proposals are:   |   |
|          | <b><u>Criteria, sub-criteria</u></b>  | <b><u>Points</u></b>  |
|          | <p>(i) Specific experience of the Consulting relevant to the assignment. Must have:</p> <ul style="list-style-type: none"> <li>● Strong knowledge of the Nigerian HIV and AIDS epidemic and the national response, the legislative, and policy environment including the HIV National Strategic Plan (NSP 2023-2027). <b>(This must be evidenced by 10 Years and above of experience working in the HIV space).</b></li> <li>● Experience with conducting public health research on a large scale in Nigeria and Sub-Saharan Africa. <b>(This must be evidenced by an acknowledged final research report in Nigeria)</b></li> <li>● Proven experience in HIV/AIDS Programming in Nigeria and or sub-Saharan Africa- <b>(This must be evidenced by - list of 5 HIV projects implemented).</b></li> <li>● Experience working with programming for/with key population groups in Nigeria and or sub-Saharan Africa. <b>(This must be evidenced by list of 3 Key population projects implemented)</b></li> <li>● Experience working with the National Agency for the Control of AIDS/and or Federal Ministry of Health or government organization working in HIV in sub-Saharan Africa. <b>Evidenced of Previous contract (added advantage)</b></li> <li>● Proven experience conducting sentinel surveillance among key populations in Nigeria and/or sub-Saharan Africa. <b>(This must be evidenced by report of research conducted for Key population)</b></li> <li>● Knowledge of and proven experience with data management including data collection, data analytics, data visualization, and report writing for similar surveys. <b>(This must be evidenced by Report of research conducted for Key population and final research report in Nigeria)</b></li> <li>● Good understanding of the monitoring and evaluation system for HIV in Nigeria. <b>(This must be evidenced by 10 Years of experience working in HIV space).</b></li> </ul> | <p>3</p> <p>3</p> <p>5</p> <p>5</p> <p>2</p> <p>5</p> <p>5</p> <p>2</p> <p>30</p> |

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|  | (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference.   |    |
|  | (a) Technical approach and methodology   | 20 |
|  | (b) Work plan  | 10 |
|  | Total points for criterion (ii):   | 60 |
|  | (iii) Professional staff qualifications and competence for the assignment.   |    |
|  | (a) <b>Key Staff 1 – Project Coordinator</b><br>Education: Minimum MPH or Masters in related field<br>· Detailed Curriculum Vitae (CV)<br>· HIV/AIDS related research experienced Copy of Masters certificate required<br>· Minimum 10 years' experience in HIV or related field experience<br>· Language – excellent written and spoken English is required   | 10 |
|  | (b) <b>Key Staff 2 – Survey Coordinator</b><br>Education – Minimum MPH or Masters in related field<br>· Detailed curriculum vitae (CV)<br>· Experienced in Research designs and Data Analysis software. Copy of Masters certificate required<br>· Minimum of 10 years' experience in HIV or related field research work<br>· Language - Excellent written and spoken English is required                           | 10 |
|  | (c) <b>Key Staff 3 – Data Analytics Specialist</b><br>Education – Masters in related field Biostatistics, Statistics or Public Health<br>· Detailed Curriculum Vitae (CV)<br>· Experienced in Data Analytics. Minimum of 5 years' experience<br>· Certificate required<br>· Language – excellent written and spoken English is required  | 5  |
|  | (d) <b>Key Staff 4 – Finance/Audit Expert</b><br>Education – Masters in Forensic Accounting or in related field<br>· Detailed Curriculum Vitae (CV)<br>· Project Management Accounting and Forensic Accounting.<br>Minimum of 15 years' experience<br>· Certificate required<br>· Language – excellent written and spoken English is required<br>Team Leader Must have at least 10 years of similar job experience | 5  |
|  | <b>Professional 1:</b> Must possess Knowledge and experience of IT and emerging new media (social media, new technologies)   | 5  |
|  | <b>Key Staff 5 – Laboratory Scientist</b><br>Education: Minimum MPH or Masters in related field<br>· Detailed Curriculum Vitae (CV)<br>· HIV/AIDS related research experienced Copy of Masters certificate required<br>· Minimum 10 years' experience in HIV or related field experience<br>· Language – excellent written and spoken English is required  | 5  |
|  | Total points for criterion(iii):   | 40 |

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|                | (iv) Very good communication and report-writing skills in English   |     |
|                | (v) Able to work on tight deadlines   |     |
|                | TOTAL POINTS  | 100 |
|                | The minimum Technical Score St required to pass is: [ 70] Points.   |     |
| <b>33.6</b>    | The formula for determining the financial scores is the following:<br>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.  |     |
|                | The weights given to the Technical and Financial Proposals are:<br>T = 0.7<br>P = 0.3   |     |
| <b>34.1</b>    | The address for Contract negotiations is<br><b>National Agency for the Control of AIDS (NACA)</b><br><b>No 3, Ziguinchor Street, Wuse Zone 4, Abuja</b><br><b>Procurement Division Office, ground floor</b>   |     |
| <b>38.1</b>    | The assignment is expected to commence on <i>October, 2024</i> and the location of the services is <i>to be in 12 states of</i>   |     |
| <b>39.2</b>    | The name and address of the office where complaints to the Procuring Entity under regulation are to be submitted is.<br><b>National Agency for the Control of AIDS (NACA)</b><br><b>No 3, Ziguinchor Street, Wuse Zone 4, Abuja</b><br><b>Procurement Division Office, ground floor.</b>  |     |
| <b>54.1</b>    | <p>Payment shall be made according to the following schedule:</p> <ul style="list-style-type: none"> <li>• <b>Thirty 30) percent of the Contract Price shall be paid at the beginning on the presentation of an inception report.</b></li> <li>• <b>Thirty (30) percent of the lump-sum amount shall be paid upon submission and completion of 60% of the assignment. By submitting an interim report.</b></li> <li>• <b>Forty (40) percent of the lump-sum amount shall be paid upon submission of the final report and Job completion issued by the User Department.</b></li> </ul> |     |
| <b>74.2(a)</b> | The place of Arbitration is: <b>Abuja, Nigeria</b>  |     |

## Section 3. Terms of Reference

### 1.0 Background

IBBSS is conducted every three (3) years, and the result from the last IBBSS was utilized to revise strategies and guide programme and policy interventions at National and sub-national levels for Key Populations.

The 2024 Nigeria IBBSS is designed to track and measure behavioural trends and HIV prevalence among selected key populations in Nigeria. IBBSS 2024 will detect trends among selected key populations whose behavioural change have the most impact on the HIV epidemic. This will provide valuable information for stakeholders in the description and understanding of HIV dynamics and the effects of programme interventions.

### 2.0 Goals and Objectives:

The main goal of this study is to obtain serological and behavioural information on key populations including Female sex workers (FSWs) both brothel and non-brothel based FSWs, Men who have sex with men (MSM), People who inject drugs (PWID) and Transgender populations (TGs) with view to adapting HIV prevention and care programmes suited to their context.

#### 2.1 Specific Objectives:

##### **Generate behavioural data to:**

- Assess knowledge and beliefs of key populations about STIs, HIV & AIDS
- Determine their current risk behaviours
- Assess key target population-level trends in risk behaviours over time
- Identify key HIV-related behavioural risks among these populations
- To determine the sociodemographic profiles of key populations
- Determine the uptake of HIV-related services and exposure to HIV prevention and care services among KPs in the country.
- To determine the percentage of HIV positive persons who know their status
- To determine the percentage of HIV positive persons who know their status that are receiving ART

##### **Generate biological data to:**

- Determine the sero-prevalence of HIV infection among these key populations
- Determine trends of HIV sero-prevalence among these key populations over time
- To estimate the incidence rate of HIV infection among key population
- To determine the prevalence of Hepatitis and syphilis among key populations

##### **Provide opportunities for appropriate follow-up for clinical and social support services such that it:**

- Provides appropriate, sustainable non-stigmatising opportunities for key populations to access HIV prevention services (i.e., counselling and testing, STI services, and “prevention with positives” support) including referrals.

### 3.0 Methodology:

#### 3.1 Study Population

The key populations selected for this study will include Female sex workers (FSWs) both brothel and non-brothel-based FSWs, Men who have sex with men (MSM), People who inject drugs (PWID) and Transgender populations (TGs)

#### 3.2 Study Sites:

The 2024 IBBSS is proposed to be conducted in 12 selected states within Nigeria. The states will be selected based on a joint decision between NACA, NASCAP and the SACAs. Thus a total number of 12 states will be included in this round of IBBSS.

#### 3.3 Sampling approach and sample size:

Sampling frame will be developed for each Key Population typology. The IBBSS sampling frame will be developed following validation of key spots (both geographical and virtual) where key population members congregate as well as mapping and profiling of virtual sites for MSM.

Based on the existing key population size estimate available in the country, sample sizes will be calculated for each Key Population typology. A multi stage probability sampling approach and/or Time location cluster sampling will be used for recruitment of a representative sample of the key populations into the study. Furthermore, all virtual spots (internet sites, web pages, WhatsApp and Facebook pages and geo-spatial networks where MSM interact with each other and find sexual partners) will be identified, led by key population members.

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**Requirements The Engagement of Consulting Firm for the Integrated Biological & Behavioural Surveillance (IBBS) among key populations in Nigeria:**

- Strong knowledge of the Nigerian HIV and AIDS epidemic and the national response, the legislative, and policy environment including the HIV National Strategic Plan (NSP 2023-2027). **(This must be evidenced by 10 Years and above company profile of experience working in HIV space).**
- Experience with conducting public health research on a large scale in Nigeria and or-sub-Saharan Africa. **(This must be evidenced by acknowledged final research report in Nigeria)**
- Proven experience in HIV/AIDS Programming in Nigeria and or sub-Saharan Africa- **(This must be evidenced by - list of 5 HIV projects implemented).**
- Experience working with programming for/with key population groups in Nigeria and or sub-Saharan Africa. **(This must be evidenced by list of 3 Key population projects implemented)**
- Proven experience conducting sentinel surveillance among key populations in Nigeria and/or sub-Saharan Africa. **(This must be evidenced by Report of research conduct for Key population)**
- Good understanding of the monitoring and evaluation system for HIV in Nigeria. **(This must be evidenced by 10 Years of experience working in HIV space).**
- Knowledge of and proven experience with data management including data collection, data analytics, data visualization, and report writing for similar surveys. **(This must be evidenced by Report of research conduct for Key population and final research report in Nigeria)**
- Experience working with the National Agency for the Control of AIDS/and or Federal Ministry of Health or government organization working in HIV in sub-Saharan Africa. **Evidenced of Previous contract (added advantage)**

***Sub- Requirements:***

**(iii) Professional staff qualifications and competence for the assignment (Must show evidence of professional Certification)**

**Key Staff 1 – Project Coordinator**

Education: Minimum MPH or Masters in related field

- 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

**Key Staff 2 – Survey Coordinator**

Education – Minimum MPH or Masters in related field

- Detailed curriculum vitae (CV)
- Experienced in Research designs and Data Analysis software. 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

### **Key Staff 3 – Data Analytics Specialist**

Education – Masters in related field Biostatistics, Statistics or Public Health

- Detailed Curriculum Vitae (CV)
- Experienced in Data Analytics. Minimum of 5 years' experience
- Certificate required
- Language – excellent written and spoken English is required

### **Key Staff 4 – Finance/Audit Expert**

Education – Masters in Forensic Accounting or in related field

- 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

Team Leader Must have at least 10 years of similar job experience

**Professional 1:** Must possess Knowledge and experience of IT and emerging new media (social media, new technologies)

### **Key Staff 5 – Laboratory Scientist**

Education: Minimum MPH or Masters in related field

- 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

#### ***1.0 Scope of work for TSO***

The TSO will be required to carry out and manage the overall implementation of the 2024 IBBSS from design to finalizing the report. The implementation may be done through a TSO with a rich technical background in the field of second-generation HIV surveillance and research. The TSO will be selected

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through a competitive and approved NACA process. The selected TSO will be required to ensure the following:

### 1.1 Ensure Effective IBBS Implementation

Under this scope of work, the TSO will:

- Operational Manual: Establish standard operating procedures (SOPs) for all necessary activities outlined in the workplan including but not limited to data collection, data entry, laboratory testing process (from specimen handling to instrument performance validation at field and quality assurance of 10% of the HIV negative tests and 100% of HIV positive biological samples at the national reference or public health laboratory). The manual should include: A detailed data collection plan which includes data collection teams' composition, number of data collectors and other relevant staff, total number of team members for data collection, estimated time to complete data collection, remuneration for data collectors and other relevant staff. (The selection process of data collectors will be a collaborative effort of NACA and TSO).
- A detailed organogram showing the proposed team to implement the activity, long with details of staff to be engaged/involved during data collection. Brief rationale should also be provided to demonstrate the role and responsibilities of proposed team members during data collection and the overall assignment.
- Workplan with a 6-day work week for data collection.
- Staff Trainings: Recruit, train and manage field implementing staff (data collectors, data clerks and supervisors) on the SOPs related to research procedures, quality assurance, entire data entry and collection process. All the training related cost will be bearded by the bidder.
- Testing: TSO will be responsible for the procurement and storage of all test kits, cartridges, and reagents and other required items/ material throughout the exercise. It also includes procurement of kits for additional tests of Hepatitis B, C & Syphilis tests and incidence testing which are also part of this IBBS study.

### 1.2 Ensure Data Management and Use

The data will be managed at two levels:

- (1) Field data management (by TSO), and
- (2) Technical Support Team by NACA/IBBS technical committees.

**Under this scope of work, the TSO will:**

- Develop the data management mechanism to ensure quality data collection both at state and National level.
- Create data entry templates with the appropriate statistical software especially for all the key populations and perform data analysis received from various levels (Field, Supervisors, Data entry operators, etc.).
- Ensure data security/protection is maintained at all levels.

### 2.0 Monitoring and Quality Assurance

The TSO in consultation with the NACA, NASCP, National IBBS technical committee and state IBBS technical committees will vigilantly track the operations of IBBS. NACA, NASCP, SACA and SASCP will also be monitoring the IBBS process in their respective states. NACA, NASCP and IBBS technical committees will be providing the strategic and technical guidance throughout the process. Specific focus for monitoring and quality assurance will be on:

- Plan and conduct joint monitoring with the team and key stakeholders from the IBBS technical committees for quality assurance of the process.
- Ensure any challenges are flagged early and reported to NACA to assist in addressing them.

### 3.0 Governance and Accountability and Compliance with Technical Guidelines

The IBBS technical committee led by NACA will be responsible for technical backstopping and oversight of the entire IBBS exercise including the data management in consultation with NASCP. The overall governance, accountability and compliance with the technical guidelines will be ensured through:

- a) NACA will directly supervise the TSO.
  - b) Quarterly progress reports in addition to the key deliverables will be required from the TSO including the presentation of the report results at the validation workshop as well as the dissemination workshop.
-

- c) With the support of NACA, conduct at least one consultation process on the methodology outside of the National IBBSS technical committee with key populations communities.
- d) In carrying out the services described above, The TSO will ensure that national program policies, strategies and technical guidelines are followed.

#### 4.0 General Responsibilities and Specific Deliverables and Schedules/Expected Outputs of TSO

##### 4.1 Responsibilities of the TSO:

Provide appropriate process documentation for each field data collection activity and survey group-site, noting the adjustments to study protocol made as necessary for the specific local conditions. This documentation should include adverse events such as interruptions in survey work, breaches of study protocol, complaints registered by study participants or other community members and their resolution through study team action.

Appropriate supervision of data collection activities and assurance of data quality is the responsibility of the TSO. The TSO should develop and implement quality control mechanism for serological tests for HIV during data collection. Specific measures and dedicated personnel time should be included in the surveillance protocols to ensure the data collected and entered is of the highest quality. The TSO should develop a data entry program which allows validity checks and double-data entry facility. This data entry and reconciliation should be completed in a timely way

following the conclusion of the field work.

The TSO field team supervisors are responsible for scrutinizing all completed questionnaires and study forms during the fieldwork on day-to-day basis. The selected TSO will carry out the coding exercise and data entry for all the filled questionnaires. Checks will be built into the data entry software to avoid data entry errors. (NACA will review the uploaded questionnaires on the software to ensure that checks have been built into the software).

Preliminary data analysis (generation of frequencies and basic data cleaning for each study and survey group) will be done by the TSO. Initial descriptive analysis of the data should be available within 1 month of the completion of the fieldwork. The TSO will prepare an outline and dummy tables for the final report.

Full documentation of the datasets (process documentation, data dictionary, coding guide, weighting procedure, study form/questionnaires for each KP typology/site, etc.). The cleaned consolidated (i.e. linked biological and behavioural) dataset should be prepared by the TSO as part of the final product to be provided to NACA.

Electronic files should be presented in formats used by common- use software; Parallel datasets for the same target population should have common variable names and coding where possible. TSO to ensure community buy-in through their engagement in each step

TSO to ensure each deliverable is submitted timely to NACA for review and feedback/comments to enrich the report.

All the datasets after cleaning and coding will be handed over to NACA together with all the assets which need to be handed over to NACA. Proof of handover will be required.

**The selected TSO will ensure the successful completion of following key specific deliverables:**

| S. No | Implementation Steps  | Proposed deliverables |
|-------|---|-----------------------|
| 1     | <p>1 Develop and present IBBSS protocol to NACA and IBBSS Technical committee.</p> <p><b>The protocol should cover the following sections:</b></p> <ul style="list-style-type: none"> <li>• Desk review of relevant guidance, background literature related to the IBBSS globally and in Nigeria, peer reviewed IBBSS studies.</li> <li>• Mapping to determine the appropriate methodology for the study.</li> <li>• Detailed action plan of the IBBSS including plan for formative assessment. Sample sizes should be appropriate for demonstrating a 20% estimated change in the selected key indicators</li> <li>• Study protocol including Overall approach, study design, Implementation strategy, geographical mapping, IBBSS methodology,</li> </ul> | Milestone 1           |

|   |  |             |
|---|--|-------------|
|   | <p>timelines, and Annexures (Questionnaire, formats, forms and guidelines) approved by the technical working group.</p> <p>• <b>Operational manual of the study including:</b></p> <ul style="list-style-type: none"> <li>o A detailed data collection plan which includes data collection teams' composition, number of data collectors and other relevant staff, total number of team members for data collection, estimated time to complete data collection, remuneration for data collectors and other relevant staff.</li> <li>o A detailed organogram showing the proposed team to implement the activity, along with details of staff to be engaged/involved during data collection. Brief rationale should also be provided to demonstrate the role and responsibilities of proposed team members during data collection and the overall assignment.</li> <li>o Workplan with a 6-day work week for data collection.</li> </ul> |             |
| 2 | Prepare final versions of the IBSS Protocol and tools for the Ethical Approval from NHREC  | Milestone 2 |
| 3 | Selection and training of survey teams in 12 states (data collectors, supervisors, and data editors)<br>Develop and submit central level and state level training reports  | Milestone 3 |
| 4 | Conduct IBSS exercise; field implementation of IBSS, Biological testing and data collection through survey forms<br>Develop and submit preliminary survey report & Complete dataset in agreed format.  | Milestone 4 |
| 5 | Consensus and validation workshop organized and conducted and report provided  | Milestone 5 |
| 6 | Final IBSS Report, cleaned data set along with Power point presentation approved by technical committee  | Milestone 6 |
| 7 | IBSS Report Dissemination  |             |

#### **4.2 Other Support (Administrative, Logistic and Technical)**

The TSO will be expected to organize their own logistical arrangements and support for the implementation of the IBSS. This needs to be reflected in the financial proposal submitted by the TSO.

#### **TERMINATION OF APPOINTMENT**

The appointment of the consultant firm can be terminated at any point without notice if the firm is found to be incompetent or if they carry out other activities that are deemed deleterious to the progress of the project.

## **Section 4. Proposal & Contract Forms**

### 4A. Technical Proposal - Standard Forms

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

- 4A1 Technical Proposal Submission Form
  - 4A2 Consultant's Organization and Experience
    - a. Consultant's Organization
    - b. Consultant's Experience
  - 4A3 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
  - 4A4 Descriptions of the Approach, Methodology, and Work Plan for Performing the Assignment
  - 4A5 Work Schedule
  - 4A6 Team Composition and Task Assignments
  - 4A7 Staffing Schedule
  - 4A8 Curriculum Vitae (CV) for Proposed Professional Staff
-

Form 4A1      Technical 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 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<br><i>[in full and initials]</i> |  |
| Name and title of Signatory                           |  |
| Name of Firm  |  |
| Address   |  |

Form 4A2      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 Five 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:<br>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 4A3      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 11.1 of the Special Instructions to Consultants including: administrative support, office space, local transportation, equipment, data, etc.]*

Form 4 A4      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 4A5.
- 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 4A6, and the Staffing schedule of Form 4A7. 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 4A5 Work Schedule

| N° | Activity <sup>1</sup> | Months <sup>2</sup> |   |   |   |   |   |   |   |   |    |    |    |   |
|----|-----------------------|---------------------|---|---|---|---|---|---|---|---|----|----|----|---|
|    |                       | 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. Months are counted from the start of the assignment.



Form 4A7 Staffing Schedule1

| N° | Name of Staff | Staff-month input by month <sup>1</sup> |   |   |   |   |   |   |   |   |              |    |    |   | Total staff-month input |                    |       |
|----|---------------|---|---|---|---|---|---|---|---|---|--------------|----|----|---|-------------------------|--------------------|-------|
|    |               | 1                                       | 2 | 4 | 4 | 5 | 6 | 7 | 8 | 9 | 10           | 11 | 12 | n | Home                    | Field <sup>2</sup> | Total |
| 1  |               |   |   |   |   |   |   |   |   |   |              |    |    |   |                         |                    |       |
| 2  |               |   |   |   |   |   |   |   |   |   |              |    |    |   |                         |                    |       |
| 3  |               |   |   |   |   |   |   |   |   |   |              |    |    |   |                         |                    |       |
|    |               |   |   |   |   |   |   |   |   |   |              |    |    |   |                         |                    |       |
|    |               |   |   |   |   |   |   |   |   |   |              |    |    |   |                         |                    |       |
| n  |               |   |   |   |   |   |   |   |   |   |              |    |    |   |                         |                    |       |
|    |               |   |   |   |   |   |   |   |   |   | <b>Total</b> |    |    |   |                         |                    |       |

- 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 Months are counted from the start of the assignment. For each staff indicate separately staff-month input for home and field work.

Form 4A8 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                    | <p><i>[The Consultant should clearly distinguish whether as an "employee" of the firm or as a "Consultant" or "Advisor" of the firm].</i></p> <p><i>[The Consultant should clearly indicate the Position held and give a brief description of the duties in which the Consultant was involved].</i></p> |                             |                  |                  |
|    | 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

#### 4B. 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 4B1 to 4B5 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 Proposal Data Sheet]*

4B1 Financial Proposal Submission Form

4B2 Summary of Costs

4B3 Breakdown of Staff Remuneration

4B4 Breakdown of Reimbursable expenses

4B5 Breakdown of Taxes

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Form 4B1 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 local 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 4B2      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.

---



Form 4B3      Breakdown of Staff Remuneration

| Name <sup>1</sup>  | Position <sup>2</sup> | Staff-month Rate <sup>3</sup> | Input <sup>3</sup><br>(Staff-months) | [Indicate Sub Cost for each staff] <sup>4</sup> |
|--------------------|-----------------------|-------------------------------|--------------------------------------|---|
| <b>Staff</b>       |                       |                               |                                      |   |
|                    |                       | Head Office                   |                                      |   |
|                    |                       | Field                         |                                      |   |
|                    |                       |                               |                                      |   |
|                    |                       |                               |                                      |   |
|                    |                       |                               |                                      |   |
|                    |                       |                               |                                      |   |
|                    |                       |                               |                                      |   |
|                    |                       |                               |                                      |   |
| <b>Total Costs</b> |                       |                               |                                      |   |

- 1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 2 Positions must coincide with the ones indicated in Form 4A7.
- 3 Indicate the total expected input of staff and staff-month rate required for carrying out the activity indicated in the Form.
- 4 For each staff indicate the remuneration.  $\text{Remuneration} = \text{Staff-month Rate} \times \text{Input}$ .

Form 4B4 Breakdown of Reimbursable Expenses

| N°          | Description <sup>1</sup>                                      | Unit | Unit Cost <sup>2</sup> | Quantity | [Indicate sub cost for each item] <sup>3</sup> |  |  |  |
|-------------|---|------|------------------------|----------|--|--|--|--|
|             | Hotel Accommodation   | Day  |                        |          |  |  |  |  |
|             | Travel expenses   | Trip |                        |          |  |  |  |  |
|             | Communication costs between [Insert place] and [Insert place] |      |                        |          |  |  |  |  |
|             | Drafting, reproduction of reports                             |      |                        |          |  |  |  |  |
|             | Equipment, instruments, etc.                                  |      |                        |          |  |  |  |  |
|             | materials, supplies, etc.                                     |      |                        |          |  |  |  |  |
|             | Use of computers, software                                    |      |                        |          |  |  |  |  |
|             | Laboratory tests.   |      |                        |          |  |  |  |  |
|             | Subcontracts  |      |                        |          |  |  |  |  |
|             | Other transportation costs                                    |      |                        |          |  |  |  |  |
|             | Office rent, clerical assistance                              |      |                        |          |  |  |  |  |
|             | Others (specify)  |      |                        |          |  |  |  |  |
| Total Costs |   |      |                        |          |  |  |  |  |

- 1 Delete items that are not applicable or add other items according to Clause 19.1 of the Special Instructions to Consultants.
- 2 Indicate unit cost.
- 3 Indicate the cost of each reimbursable item. Cost = Unit Cost x Quantity.

Form 4B5      Breakdown of Taxes

| Sl. No. | Description1 | Unit | Unit Cost<br>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

## **Section 5. Contract Forms**

*The **Contract Agreement** which, once completed and signed by the Client and the Consultant clearly defines the Client's and Consultants' respective responsibilities.*

*The **Annexes** to the formal Contract include a description of the Services, (composed of the revised TOR and work plan as finalised and agreed during the negotiations), the reporting requirements, and a breakdown of the Contract Price.*

---

# Contract Agreement

THIS CONTRACT (“the Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert name of Client]* (“the Client”) having its principal place of business at *[insert address of Client]*, and *[insert name of Consultant]* (“the Consultant”) having its address at *[insert address of Consultant]*.

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

WHEREAS, the Consultant is willing to perform these Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Scope of the Services**
    - 1.1 The Consultant shall perform the Services as specified in Annex A, “Description of the Services,” (“the Services”) which are made an integral part of this Contract.
    - 1.2 The Consultant shall provide reports as listed in Annex B, “Consultant’s Reporting Obligations,” within the time periods listed in such Annex, and shall provide the person listed in Annex C, “Cost Estimate of Services and Schedule of Rates” to perform the Services.
    - 1.3 The Services will be performed principally [at one location] as specified in Annex A.
  2. **Duration of the Services**
    - 2.1 The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing. If the Services are for more than one year, extension of the Services shall be subject to annual satisfactory performance annually evaluated in the eleventh month subject to which the contract will be extended.
  3. **Corrupt, Fraudulent, Collusive, Coercive or Obstructive 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 an 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, coercive or obstructive practices in competing for, or in executing, a Contract under public funds.

- 3.3 Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind 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 above only when a satisfactory explanation is not received.
- 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.
  - (e) “obstructive practice” 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 the
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public procurement act or relevant regulations.

- 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.

## 4. Payment

### 4.1 Ceiling

- (a) For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert ceiling amount]* as detailed in the Cost Estimate attached as Annex C.
- (b) This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
- (c) The ceiling may only be increased above the amount stated on Clause 4.1(a) if the parties have agreed to additional payments for a modification to Contract in accordance with Clause 19.1.

### 4.2 Remuneration

The Client shall pay the Consultant for Services rendered in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services and Schedule of Rates."

- (a) Where the remuneration is expressed in terms of a daily rate the time spent in performing the Services shall be determined solely on the basis of the number of days actually worked by the Consultant in performing the Services, including travel time.
- (c) Except as otherwise agreed between the Client and the Consultant no remuneration shall be paid in respect of work performed other than during the term of the engagement as specified in the Contract.

### 4.3 Reimbursables

In addition to the remuneration specified in Clause 4.2 and subject to the provisions of the Contract, the Client shall pay to or reimburse the Consultant for the following allowances, costs and expenses on an actual cost basis unless otherwise specified on which monthly claims should be submitted to the Client with supporting documents.

- (a) Per Diem Allowance. During the Consultants term of engagement a daily per diem allowance will be paid. Such remuneration shall be paid in Naira upon submission by the Consultant at the end each calendar month of a statement showing, inter alia, the time the Consultant spent during the relevant period performing the Services.
  - (b) Travel Costs. All transportation costs properly and reasonably incurred by the Consultant in traveling for the purpose of the
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Services within Nigeria, including the cost of transportation by an appropriate means of public transport (economy class on air).

- (c) Other Expenses. All such reasonable reimbursable expenses of the consultant arising from directly out of the Services and not falling within the categories specified above as the Client may in its sole discretion approve.
- (d) Except as may be otherwise agreed, total payments in regard to reimbursable expenses shall not exceed the amount stated in Annex C.

#### 4.4 Payment Conditions

- (a) The Consultant shall submit an Invoice, (and supporting documentation) for Fees and Reimbursables at the end of every month, or as otherwise agreed, for due payments to be paid by the Client within thirty (30) days of submission of the Invoice.
- (b) All payments to the Consultant shall be in Naira.
- (c) The final payment shall be made only after the final report shall have been submitted by the Consultant and approved as satisfactory by the Client. If the Client notifies any deficiencies in the Services or the final report, the Consultant shall promptly make any necessary corrections, to the satisfaction of the Client.
- (d) The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract.
- (e) If the contract is for more than 18 months, after 12 months the Consultant and the Client may agree, subject to paragraph 2, on a price adjustment *based on the detailed breakdown of cost estimates provided in the Proposal*, using the following formula:  $R_t = P_o [0.20 + 0.80 I_t/I_o]$  where  $R_t$  is the adjusted remuneration,  $P_o$  is the price of the proposal as given in the detailed cost breakdown,  $0.20$  represents the fixed part of the price proposal,  $I_t$  is the official index for salary in the consultants country for the first month for which the price adjustment is to have effect and  $I_o$  is the official index for salaries in the consultants' country at the starting date of the contract. Direct assignment related costs may be adjusted upwards according to the actual costs incurred by the consultants on the basis of copies of vouchers, invoices and other appropriate supporting materials.

- 5. Services, Facilities and Property
    - 5.1 The Client shall make available to the Consultant for the purpose of the assignment and free of any charge, any Services, Facilities and property as he/she may reasonably require.
  - 6. Project Administration
    - 5.1 Client's Representative
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The Client representative, as indicated in Annex A, shall be responsible for the coordination of all activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

#### 5.2 Timesheets

During the course of the work under the Contract, including field work, the Consultant providing Services may be required to complete timesheets or any other document used to identify time spent, as instructed by the Client's Representative.

#### 5.3 Reports

During the course of the assignment, the Consultant shall submit to the Client reports as listed in Annex B, which shall be computer composed, and will constitute the basis for the payments to be made under Clause 3.

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| 7. Performance Standard     | 7.1 The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.  |
|                             | 7.2 At all times he/she shall act with appropriate propriety and discretion and he/she shall refrain from engaging in any political activity.   |
| 8. Confidentiality          | 8.1 The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.  |
| 9. Consultant's Obligations | 9.1 After the termination of the engagement the Consultant shall continue to cooperate with the client to such reasonable extent as may be necessary to clarify or explain any reports or recommendations made by him/her.  |
|                             | 9.2 The Consultant shall have no authority to commit the Client in any way whatsoever, and shall make this clear as circumstances warrant.  |
|                             | 9.3 The Consultant shall report immediately to the Client any accident or injury and any damage to the property of the Client or to the property or person of any third parties occurring in or arising out of the performance of the Services and any act, matter or thing which within his/her knowledge may have caused such accident or injury. |
|                             | 9.4 The Consultant shall also report immediately to the Client any circumstances or events which might reasonably be expected to hinder or prejudice the performance of the Services.   |
| 10. Ownership of Material   | 10.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The  |
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Consultant may retain a copy of such documents and software, with written approval of the Client.

- 10.2 The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
11. Consultant Not to be Engaged in Certain Activities 11.1 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant shall be disqualified from providing goods, works or Services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
12. Relationship of the Parties 12.1 Nothing contained in these Conditions or in the Contract shall be construed as establishing or creating any relationship other than that of independent Contractor between the Client and the Consultant.
13. Contractual Ethics 13.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the Contract, have been given or received in connection with the selection process or in the Contract execution.
14. Assignment 14.1 The Consultant shall not assign this Contract.
15. Law Governing Contract 15.1 The Contract shall be governed by the laws and any other instruments having the force of law in the Federal Republic of Nigeria as they may be issued and in force from time to time.
16. Language Governing Contract 16.1 The language of the Contract shall be English.
17. Modification of Contract 17.1 The Contract may be modified by agreement in writing by the Parties.
18. Termination 18.1 By the Client  
The Client may terminate this Contract by not less than twenty-eight (28) days written notice to the Consultant, such notice to be given after the occurrence of any of the events specified below:  
(a) if the Consultant does not remedy a failure in the performance of his/her obligations under the Contract, within twenty-eight (28) days after being notified or within any further period as the Client may have subsequently approved in writing;  
(b) if the Consultant has become insolvent or bankrupt;
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- (c) 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 twenty-eight (28) days;
- (d) if the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contractor; or
- (e) if the Client, in its sole discretion, decides to terminate this Contract.

18.2 By the Consultant

The Consultant may terminate this Contract, by not less than twenty-eight (28) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified as follows:

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 12 within twenty-eight (28) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) 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 twenty-eight (28) days

19. Dispute Resolution

19.1 Amicable Settlement

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.

19.2 Arbitration

If the dispute cannot be settled through adjudication the same may be settled through arbitration in accordance with the [Act ... of Nigeria] as at present in force

20. Notices and Requests

20.1 Any notice or request required or permitted to be given or made under this Contract shall be in writing in the English Language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail or cable to the party to which it is required to be given or made at such party's address as specified in Annex A.

IN WITNESS WHEREOF the parties hereto have signed this agreement the day and year first above written.

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FOR THE CLIENT

FOR THE CONSULTANT

Signature

Signature

Print Name & Position:

Print Name:

### **LIST OF ANNEXES**

Annex A: Description of the Services

Annex B: Consultant's Reporting Obligations

Annex C: Cost Estimate of Services and Schedule of Rates

## **ANNEX A: Description of the Services**

### **TERMINATION OF APPOINTMENT**

The appointment of the consultant firm can be terminated at any point without notice if the firm is found to be incompetent or if they carry out other activities that are deemed deleterious to the progress of the project.

## **ANNEX B: Consultant's Reporting Obligations** (Sample Format)

| S/<br>No. | Reports  | Contents of<br>Reports | Persons to<br>Receive them | Date of<br>Submission |
|-----------|--|------------------------|----------------------------|-----------------------|
| 1         | Inception Report   |                        |                            |                       |
| 2         | Interim Progress Report<br>(a) First Status Report<br>(b) Second Status Report |                        |                            |                       |
| 3         | Draft Report   |                        |                            |                       |
| 4         | Final Report   |                        |                            |                       |

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## ANNEX C: Cost Estimate of Services and Schedule of Rates

(1) Remuneration

| Name of Person | Rate<br>(per month / day /<br>hour in Naira) | Time spent<br>(No. month / day /<br>hour) | Total<br>Naira |
|----------------|--|---|----------------|
|                |  |   |                |
|                |  |   |                |
|                |  | Sub-Total (1)                             |                |

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