

**THIS DOCUMENT IS THE PROPERTY OF THE NATIONAL AGENCY
FOR THE CONTROL OF AIDS (NACA)**



TITLE	UPGRADE, EXPANSION AND TECHNOLOGY ENHANCEMENT OF SERVICES AT THE NATIONAL CALL CENTRE ON HIV/AIDS AND RELATED DISEASES (NCCH)
PURPOSE	ENGAGEMENT OF A PRIVATE SECTOR COMPANY IN THE UPGRADE AND MODERNISATION OF THE NATIONAL CALL CENTRE FOR HIV/AIDS AND RELATED DISEASES (NCCH) USING ARTIFICIAL INTELLIGENCE OPERATIONS.
LOCATION	NACA HEAD OFFICE, 3 ZIGUINCHOR STREET, WUSE ZONE 4, FEDERAL CAPITAL TERRITORY, ABUJA, IN NIGERIA
DURATION	7 MONTHS
START DATE	MAY, 2026
REPORTING TO	NACA, PM&RM DEPARTMENT

SBD NO: NACA/HQ/025/2026

ISSUED ON: APRIL, 2026

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Notification of Intention to Award	Error! Bookmark not defined.

INVITATION TO TENDER

Name and Contact Addresses of Procuring Entity **NATIONAL AGENCY FOR THE CONTROL OF AIDS (NACA) NO 3 ZIGUINCHOR STREET, WUSE ZONE 4, ABUJA**

Procuring Entity Name: **NATIONAL AGENCY FOR THE CONTROL OF AIDS (NACA)**

Contact Name: **Mr. Ishaya Dawha**

Contact Address: **Procurement Unit, National Agency for the Control of AIDS (NACA), Ground Floor, No 3, Ziguinchor Street, Wuse Zone 4, Abuja.**

Contact Email Address: **idawha@naca.gov.ng**

Invitation to Tender (ITT) No.: **NACA/HQ/025/2026**

Or

Esther Abodunrin: esther.abodunrin@getf.org

Tender Name: **Engagement of Consultancy Firm for the Upgrade, Expansion and Technology Enhancement of Services at the National Call Centre on HIV/AIDS and Related Diseases (NCCH)**

Invitation to Tender

1. The **National Agency for the Control of AIDS (NACA)** invites sealed tenders for the **Engagement of Consultancy Firm for the Upgrade, Expansion and Technology Enhancement of Services at the National Call Centre on HIV/AIDS and Related Diseases (NCCH)**
2. Tendering will be conducted under the **Open Competitive method "National"** using a standardized Tender Document. Tendering is open to all Tenderers.
3. **This Tender is open to all the companies under the advertised for this project.**
4. Qualified and interested Tenderers may obtain further information and inspect the Tender Documents during office hours: **9.00am to 4.00pm, Mondays – Fridays, at the address stated below.**
5. A complete set of Tender Documents is available on the link as contained in the advert document.
6. **Tender Documents are available soft copies.**
7. Tenders must be accompanied by a **Tender Declaration Form** in Nigeria.
8. The Tenderer shall paginate the submitted Tender Documents.

Completed Tender Documents must be delivered to the address below on or before **23:59 (Nigeria Time) Friday 22nd May, 2026**

9. Electronic Tenders **WILL** be permitted.

10. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

11. Late Tenders will be rejected.

12. The addresses referenced above are: Address for obtaining further information for Tender Documents

**National Agency for the Control of AIDS (NACA)
No 3, Ziguinchor Street, Wuse Zone 4, Abuja
234-703 8029 670;**

Mr. Ishya Dawha: idawha@naca.gov.ng

Esther Abodunrin: esther.abodunrin@getf.org

Desmond Aso: daso@naca.gov.ng

Dr. Tolulope Adebisi: tadebisi@naca.gov.ng

Adaobi Olisa: Adaobi.Olisa@getf.org

Address for submission of Tenders & Email.

**National Agency for the Control of AIDS (NACA)
Procurement Office, Ground Floor,
No 3, Ziguinchor Street, Wuse Zone 4, Abuja**

And

- procurement@naca.gov.ng
- esther.abodunrin@getf.org

Address for opening of Tenders.

- **National Agency for the Control of AIDS (NACA)**
- **NACA Conference Hall, National Agency for the Control of AIDS (NACA) No 3, Ziguinchor Street, Wuse Zone 4, Abuja**
- **Telephone No: 234-809 1836 222;**

Ishaya Dawha

Head Procurement

Signature

SUMMARY

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Standard Bidding Documents (SBD) Letter

This Section is a template of a letter for a Standard Bidding Documents from the Procuring Entity addressed to a shortlisted consulting firm inviting it to submit a Tender for a consulting assignment. The SBD letter includes a list of all shortlisted firms to whom similar letters of invitation are sent and a reference to the selection method and applicable Procurement Regulations that govern the selection and award process.

Section 2: Instructions to Consultants and Data Sheet

This Section consists of two parts: "Instructions to Consultants" and "Data Sheet". "Instructions to Consultants" contains provisions that are to be used without modifications. "Data Sheet" contains information specific to each selection and corresponds to the clauses in "Instructions to Consultants" that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their Tenders. Information is also provided on the submission, opening, and evaluation of Tenders, contract negotiation, and award of contracts. Information in the Data Sheet indicates whether a Full Technical Tender (FTP) or a Simplified Technical Tender (STP) shall be used.

Section 3: Technical Tender – Standard Forms

This Section includes the forms for FTP and STP that are to be completed by the shortlisted consultants and submitted per the requirements of Section 2.

Section 4: Financial Tender – Standard Forms

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant's costing of its technical Tender, which are to be submitted per the requirements of Section 2.

Section 5: Eligible Countries

This Section contains information regarding eligible countries.

Section 6: Fraud and Corruption

This section includes the fraud and corruption provisions that apply to this selection process.

Section 7: Terms of Reference (TORs)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts, and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 8: Standard Forms of Contract

This Section includes two types of standard contract forms for large or complex assignments: a Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract ("GCC") that shall not be modified and Special Conditions of Contract ("SCC"). The SCC includes clauses specific to each contract to supplement the General Conditions.

Each standard form of contract incorporates "Fraud and Corruption" (Section 6 of Part I) in a form of Attachment 1.

PART III – NOTIFICATION OF INTENTION TO AWARD AND BENEFICIAL OWNERSHIP FORMS

Section 9: Notification of Intention to Award and Beneficial Ownership Forms

This Section includes two forms. The first form is used to notify Consultants of the Procuring Entity's intention to award the contract to the successful Consultant. The second form is used to obtain additional beneficial ownership information from successful Consultants for contracts identified in the Procurement Plan.

Section 2. Instructions to Consultants and Data Sheet

Instructions to Consultant

A. General Provisions

Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by or is under common control with the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the Procuring Entity's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) "Procuring Entity" means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (d) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.
- (e) "Contract" means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (g) "Day" means a calendar day unless otherwise specified as "Business Day". A Business Day is any

day that is an official working day of the Tenderer. It excludes the Tenderer's official public holidays.

- (h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant, or Joint Venture member(s).
- (i) "Government" means the government of the Procuring Entity's country.
- (j) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- (k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any of the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- (l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's Tender.
- (m) "ITC" (this Section 2 of the SBD) means the Instructions to Consultants that provide the shortlisted Consultants with all information needed to prepare their Tenders.
- (n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (o) "Tender" means the Technical Tender and the Financial Tender of the Consultant.
- (p) "SBD" means the Standard Bidding Documents to be prepared by the Procuring Entity for the selection of Consultants, based on the SPD - SBD.
- (q) "SPD - SBD" means the Standard Procurement

Document - Standard Bidding Documents, which must be used by the Procuring Entity as the basis for the preparation of the SBD.

- (r) "Services" means the work to be performed by the Consultant under the Contract.
- (s) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole performance of the Contract.
- (t) "Terms of Reference (TORs)" (this Section 7 of the SBD) means the Terms of Reference that explain the objectives, the scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.
- (u) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health, and safety.

Introduction

The Procuring Entity named in the **Data Sheet** intends to select a Consultant from those listed in the Standard Bidding Documents (SBD), per the method of selection specified in the **Data Sheet**.

The shortlisted Consultants are invited to submit a Technical Tender and a Financial Tender, or a Technical Tender only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Tender will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Tenders, including attending a pre-Tender conference if one is specified in the **Data Sheet**. Attending any such pre-Tender conference is optional and is at the Consultants' expense.

The Procuring Entity will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Tender as specified in the **Data**

Sheet.**Conflict
Interest****of**

The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Entity's interests paramount, strictly avoiding conflicts with other assignments or its corporate interests, and acting without any consideration for future work.

The Consultant must disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bureau of Public Procurement.

Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

**a. Conflicting
Activities**

(i) Conflict between consulting activities and procurement of goods, works, or non-consulting services: a firm that has been engaged by the Procuring Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

**b. Conflicting
Assignments**

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or another Procuring Entity.

c. Conflicting

(iii) Relationship with the Procuring Entity's staff: a

Relationships

Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bureau of Public Procurement throughout the selection process and the execution of the Contract.

Unfair Competitive Advantage

Fairness and transparency in the selection process require that Affiliates competing for a specific assignment do not derive an unfair competitive advantage from having provided consulting services related to the assignment. To that end, the Procuring Entity shall indicate in the **Data Sheet** all shortlisted Consultants together with this SBD all information that may give such Consultant any unfair competitive advantage.

Fraud and Corruption

The Bureau of Public Procurement requires compliance with the Bureau of Public Procurement's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as outlined in the Bureau of Public Procurement's Sanctions Framework, as outlined in Section 6.

In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bureau of Public Procurement to inspect all accounts, records, and other documents relating to any shortlisting process, Tender submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bureau of Public Procurement.

Code of Ethical Conduct: We undertake to adhere to the Code of Ethical Conduct for Suppliers, Contractors, and Service Providers during the procurement process and the execution of any resulting Contract.

Eligibility

The Bureau of Public Procurement permits consultants (individuals and firms, including Joint Ventures and their members) from all countries to offer consulting services.

Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers, and/or their employees meet the eligibility requirements as established by the Bureau of Public Procurement in the applicable Procurement Regulations.

As an exception to the foregoing ITC 6.1 and ITC 6.2 above:

a. Sanctions

A Consultant that has been sanctioned by the Bureau of Public Procurement, under the Bureau of Public Procurement's Anti-Corruption Guidelines and per its prevailing sanctions policies and procedures as outlined in the Bureau of Public Procurement's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit Tenders for, or be awarded a contract or benefit from a contract, financially or otherwise, during such period as the Bureau of Public Procurement shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the PDS**.

b. Prohibitions

Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Tenderer's country prohibits commercial relations with that country, provided that the Bureau of Public Procurement is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Tenderer's Country prohibits any import of goods from that country or any payments to any

country, person, or entity in that country.

c. Restrictions for State-Owned Enterprises

State-owned enterprises or institutions in the Tenderer's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bureau of Public Procurement, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under the supervision of the Procuring Entity.

d. Restrictions for Public Employees

Government officials and civil servants of the Tenderer's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Tender unless:

- (i) the services of the government official or civil servant are unique, or their participation is critical to project implementation; and
- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Tenderer.

e. Tenderer Debarment

A firm that is under a sanction of debarment by the Tenderer from being awarded a contract is eligible to participate in this procurement, unless the Bureau of Public Procurement, at the Tenderer's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

B. Preparation of Tenders

General Considerations

In preparing the Tender, the Consultant is expected to examine the SBD in detail. Material deficiencies in providing the information requested in the SBD may result in the rejection of the Tender.

Cost of Preparation of Tender

The Consultant shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any Tender and reserves the right to annul the

selection process at any time before Contract award, without thereby incurring any liability to the Consultant.

Language

The Tender, as well as all correspondence and documents relating to the Tender, exchanged between the Consultant and the Procuring Entity, shall be written in the language(s) specified in the **Data Sheet**.

Documents Comprising the Tender

The Tender shall comprise the documents and forms listed in the **Data Sheet**.

If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Entity country's laws against fraud and corruption (including bribery).

The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Tender and, if awarded, Contract execution, as requested in the Financial Tender submission form (Section 4).

Only One Tender

The Consultant (including the individual members of any Joint Venture) shall submit only one Tender, either in its name or as part of a Joint Venture in another Tender. If a Consultant, including any Joint Venture member, submits or participates in more than one Tender, all such Tenders shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Tender when circumstances justify and if stated in the **Data Sheet**.

Tender Validity

The Data Sheet indicates the period during which the Consultant's Tender must remain valid after the Tender submission deadline.

During this period, the Consultant shall maintain its original Tender without any change, including the availability of the Key Experts, the proposed rates, and the total price.

If it is established that any Key Expert nominated in the Consultant's Tender was not available at the time of Tender submission or was included in the Tender without his/her confirmation, such Tender shall be disqualified and rejected for further evaluation and may be subject to sanctions per ITC 5.

a. Extension of Validity Period The Procuring Entity will make its best effort to complete the negotiations and award the contract within the Tender's validity period. However, should the need arise, the Procuring Entity may request, in writing, all Consultants who submitted Tenders before the submission deadline to extend the Tenders' validity.

If the Consultant agrees to extend the validity of its Tender, it shall be done without any change in the original Tender and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

The Consultant has the right to refuse to extend the validity of its Tender in which case such Tender will not be further evaluated.

b. Substitution of Key Experts at Validity Extension If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Tender will be rejected with the prior Bureau of Public Procurement's no objection.

c. Sub-Contracting The Consultant shall not subcontract the whole of the Services.

Clarification and Amendment of SBD

The Consultant may request a clarification of any part of the SBD during the period indicated in the **Data Sheet** before the Tenders' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the **Data Sheet**. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Procuring Entity deem it necessary to amend the SBD as a result of a clarification, it shall do so following the

procedure described below:

At any time before the Tender submission deadline, the Procuring Entity may amend the SBD by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

If the amendment is substantial, the Procuring Entity may extend the Tender submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Tenders.

The Consultant may submit a modified Tender or a modification to any part of it at any time before the Tender submission deadline. No modifications to the Technical or Financial Tender shall be accepted after the deadline.

Preparation of Tenders Specific Considerations

While preparing the Tender, the Consultant must give particular attention to the following:

If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases, a shortlisted Consultant must obtain the written approval of the Procuring Entity before the submission of the Tender. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

The Procuring Entity may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Tender shall be based on the Consultant's estimates for the same.

If stated in the **Data Sheet**, the Consultant shall include in its Tender at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Tender will be adjusted for comparison of Tenders and decision for the award per the procedure in the **Data Sheet**.

For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. The total available budget, with an indication of whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Tender shall not exceed this budget.

Technical Tender Format and Content

The Technical Tender shall be prepared using the Standard Forms provided in Section 3 of the SBD and shall comprise the documents listed in the **Data Sheet**. The Technical Tender shall not include any financial information. **A Technical Tender containing material financial information shall be declared non-responsive.**

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Tender non-responsive.

Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Tender (FTP), or a Simplified Technical Tender (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the SBD.

Financial Tender

The Financial Tender shall be prepared using the Standard Forms provided in Section 4 of the SBD. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, and (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data**

Sheet. Information on taxes in the Procuring Entity's country is provided in the **Data Sheet**.

- c. Currency of Tender** The Consultant may express the price for its Services in Nigeria Naira, or as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in Nigeria Naira.
- d. Currency of Payment** Payment under the Contract shall be made in Nigeria Naira, or an alternate currency if in the Tender.

C. Submission, Opening, and Evaluation

Submission, Sealing and Marking of Tenders

17.1 The Consultant shall submit a signed and complete Tender comprising the documents and forms per ITC 10 (Documents Comprising Tender). Consultants shall mark as "CONFIDENTIAL" information in their Tenders that is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Tenders electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Tender and, if applicable, the Financial Tender and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Tender.

17.2.1 A Tender submitted by a Joint Venture shall be signed by all members to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

17.4 The signed Tender shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The

number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

- 17.5 The original and all the copies of the Technical Tender shall be placed inside a sealed envelope marked "**TECHNICAL TENDER**", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL TENDER SUBMISSION DEADLINE]**."
- 17.6 Similarly, the original Financial Tender (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope marked "**FINANCIAL TENDER**" "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**Do Not Open With The Technical Tender.**"
- 17.7 The sealed envelopes containing the Technical and Financial Tenders shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Procuring Entity and bear the submission address, SBD reference number, the name of the assignment, the Consultant's name, and the address, and shall be marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]".
- 17.8 If the envelopes and packages with the Tender are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement, loss, or premature opening of the Tender.
- 17.9 The Tender or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Procuring Entity no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Tender or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly

returned unopened.

Confidentiality

18.1 From the time the Tenders are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Tender. Information relating to the evaluation of Tenders and award recommendations shall not be disclosed to the Consultants who submitted the Tenders or to any other party not officially concerned with the process until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Procuring Entity notifies Consultants of the results of the evaluation of the Technical Tenders.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender and may be subject to the application of prevailing Bureau of Public Procurement's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Tenders' opening to the time of Contract award publication, if a Consultant wishes to contact the Procuring Entity or the Bureau of Public Procurement on any matter related to the selection process, it shall do so only in writing.

Opening of Technical Tenders

19.1 The Procuring Entity's evaluation committee shall conduct the opening of the Technical Tenders in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time, and address are stated in the **Data Sheet**. The envelopes with the Financial Tender shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened per ITC 23.

19.2 At the opening of the Technical Tenders, the following shall be read out: (i) the name and the country of the Consultant or, in the case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Tender; (iii) any modifications to the Tender submitted before Tender submission deadline; and (iv)

any other information deemed appropriate or as indicated in the **Data Sheet**.

Tenders Evaluation

20.1 Subject to the provision of ITC 15.1, the evaluators of the Technical Tenders shall have no access to the Financial Tenders until the technical evaluation is concluded and the Bureau of Public Procurement issues its "no objection", if applicable.

20.2 The Consultant is not permitted to alter or modify its Tender in any way after the Tender submission deadline except as permitted under ITC 12.7. While evaluating the Tenders, the Procuring Entity will conduct the evaluation solely based on the submitted Technical and Financial Tenders.

Evaluation of Technical Tenders

21.1 The Procuring Entity's evaluation committee shall evaluate the Technical Tenders based on their responsiveness to the Terms of Reference and the SBD, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Tender will be given a technical score. A Tender shall be rejected at this stage if it does not respond to important aspects of the SBD or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

Financial Tenders for QBS

22.1 Following the ranking of the Technical Tenders, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Tenders were invited together with the Technical Tenders, only the Financial Tender of the technically top-ranked Consultant is opened by the Procuring Entity's evaluation committee. All other Financial Tenders are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

Public Opening of Financial Tenders (for QCBS, FBS, and LCS

23.1 After the technical evaluation is completed and the Bureau of Public Procurement has issued its no objection (if applicable), the Procuring Entity shall notify those Consultants whose Tenders were considered non-responsive to the SBD and TOR or did not meet the minimum qualifying technical score, advising them of the following:

- (i) their Tender was not responsive to the SBD and TOR

methods)

or did not meet the minimum qualifying technical score;

- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Tenders will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time, and location of the public opening of the Financial Tenders and invite them to attend.

23.2 The Procuring Entity shall simultaneously notify in writing those Consultants whose Tenders were considered responsive to the SBD and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Tender was responsive to the SBD and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Tender will be opened at the public opening of Financial Tenders; and
- (iv) notify them of the date, time, and location of the public opening and invite them to the opening of the Financial Tenders.

23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.

23.4 The Consultant's attendance at the opening of the Financial Tenders (in person, or online if such an option is indicated in the **Data Sheet**) is optional and is of the Consultant's choice.

23.5 The Financial Tenders shall be opened publicly by

the Procuring Entity's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Tenders may be published on the Procuring Entity's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the breakdown by criterion, shall be read aloud. The Financial Tenders will then be inspected to confirm that they have remained sealed and unopened. These Financial Tenders shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Tenders and to the Bureau of Public Procurement.

Correction of Errors

24.1 Activities and items described in the Technical Tender but not priced in the Financial Tender shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Tender.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the SBD, the Procuring Entity's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Tender. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Tenders in indicating quantities of input, the Technical Tender prevails and the Procuring Entity's evaluation committee shall correct the quantification indicated in the Financial Tender to make it consistent with that indicated in the Technical Tender,

apply the relevant unit price included in the Financial Tender to the corrected quantity, and correct the total Tender cost.

b. Lump-Sum Contracts

24.1.2 If a Lump-Sum contract form is included in the SBD, the Consultant is deemed to have included all prices in the Financial Tender, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Tender (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

Taxes

25.1 The Procuring Entity's evaluation of the Consultant's Financial Tender shall exclude taxes and duties in the Procuring Entity's country per the instructions in the **Data Sheet**.

Conversion to Single Currency

For evaluation purposes, prices shall be converted to Nigeria Naira, unless indicated otherwise in the **Data Sheet**.

Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Tender, which is the Tender that achieves the highest combined technical and financial scores, will be invited for negotiations.

b. Fixed-Budget Selection (FBS)

In the case of FBS, those Tenders that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

The Procuring Entity will select the Consultant with the Most Advantageous Tender, which is the highest-ranked Technical Tender that does not exceed the budget indicated in the SBD, and invite such Consultant to negotiate the Contract.

- c. Least-Cost Selection** In the case of Least-Cost Selection (LCS), the Procuring Entity will select the Consultant with the Most Advantageous Tender, which is the Tender with the lowest evaluated total price among those Tenders that achieved the minimum qualifying technical score and invite such a Consultant to negotiate the Contract.

D. Negotiations and Award

Negotiations

The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Consultant's authorized representative.

- a. Availability of Key Experts** The invited Consultant shall confirm the availability of all Key Experts included in the Tender as a pre-requisite to the negotiations, or, if applicable, a replacement per ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Tender and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.

Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

- b. Technical Negotiations** The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiations The negotiations include the clarification of the Consultant's tax liability in the Procuring Entity's country and how it should be reflected in the Contract.

If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Tender for a Lump-Sum contract shall not be negotiated.

In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Expert and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bureau of Public Procurement. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

Conclusion
Negotiations

of

The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Entity and the Consultant's authorized representative.

If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will then invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

Standstill Period

The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended per

ITC 33. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Tender is submitted, or if this contract is in response to an emergency recognized by the Bureau of Public Procurement, the Standstill Period shall not apply.

Notification
of Intention to Award

The Procuring Entity shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Tender;
- (c) the names of all Consultants included in the short list, indicating those that submitted Tenders;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Tender was unsuccessful unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

Notification of Award

Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Procuring Entity shall send a notification of award to the successful Consultant, confirming the Procuring

Entity's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award of such request, the Procuring Entity shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Procuring Entity;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted Tenders, and their Tender prices as read out at financial Tender opening, and as evaluated;
- (d) names of all Consultants whose Tenders were rejected or were not evaluated, with the reasons therefore;
- (e) the name of the successful consultant, the final total contract price, the contract duration, and a summary of its scope; and.
- (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

The Contract Award Notice shall be published on the Procuring Entity's website with free access if available or in at least one newspaper of national circulation in Nigeria or the official gazette. The Procuring Entity shall also publish the contract award notice online

Debriefing by the Procuring Entity

On receipt of the Procuring Entity's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Procuring Entity for a debriefing. The Procuring Entity shall provide a

debriefing to all unsuccessful Consultants whose request is received within this deadline.

Where a request for debriefing is received within the deadline, the Procuring Entity shall provide a debriefing within five (5) Business Days, unless the Procuring Entity decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Procuring Entity shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

Where a request for debriefing is received by the Procuring Entity later than the three (3)-Business Day deadline, the Procuring Entity should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to an extension of the standstill period.

Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear the costs of attending such a debriefing meeting

Signing of Contract

The Contract shall be signed before the expiration of the Tender Validity Period and promptly after the expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Procurement Related Complaint

The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (b)	<i>[Please note that the country of the Applicable Law in the contract form is Nigeria]</i>
2.1	Name of the Procuring Entity: NATIONAL AGENCY FOR THE CONTROL OF AIDS (NACA) Method of selection: Open Competitive Method 'National' as per the Procurement Regulations (available on http://www.bpp.gov.ng)
2.2	Financial Tender to be submitted together with Technical Tender: Yes The name of the assignment is: Engagement of Consultancy Firm for the Upgrade, Expansion and Technology Enhancement of Services at the National Call Centre on HIV/AIDS and Related Diseases (NCCH)
6.3.1	A list of debarred firms and individuals is available at the Bureau of Public Procurement's external website: http://www.bpp.gov.ng
B. Preparation of Tenders	
9.1	This SBD has been issued in the English language. Tenders shall be submitted in English language. All correspondence exchange shall be in English language.
10.1	The Tender shall comprise the following: <u>For FULL TECHNICAL TENDER (FTP):</u>

	<p style="text-align: center;">1st Inner Envelope with the Technical Tender:</p> <p>(1) Letter of Authority or Power of Attorney to sign the Tender</p> <p>(2) TECH-1</p> <p>(3) TECH-2</p> <p>(4) TECH-3</p> <p>(5) TECH-4</p> <p>(6) TECH-5</p> <p>(7) TECH-6</p> <p>AND</p> <p style="text-align: center;">2nd Inner Envelope with the Financial Tender (if applicable):</p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p>
10.2	Statement of Undertaking is required No
11.1	Participation of Sub-consultants, Key Experts, and Non-Key Experts in more than one Tender IS permissible: Yes
12.1	Tenders must remain valid for 180 DAYS after the Tender submission deadline.
13.1	<p>Clarifications may be requested no later than 3 Days before the submission deadline.</p> <p>The contact information for requesting clarifications is: Mr. Ishaya Dawha, Head Procurement, National Agency for the Control of AIDS (NACA)</p> <p>Telephone: 08033195866</p> <p>E-mail: idawha@naca.gov.ng</p> <p>Or</p> <p>Esther Abodunrin: esther.abodunrin@getf.org</p> <p>Desmond Aso: daso@naca.gov.ng</p>

	Dr. Tolulope Adebisi: tadebisi@naca.gov.ng Adaobi Olisa: Adaobi.Olisa@getf.org
14.1.1	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): No (b) other shortlisted Consultants: No
15.2	The format of the Technical Tender to be submitted is: FTP Submission of the Technical Tender in the wrong format may lead to the Tender being deemed non-responsive to the SBD requirements.
16.1	There will be no Pre-Bid Meeting
16.3	“Information on the Consultant’s tax obligations in the Procuring Entity’s country can be found https://www.firs.gov.ng”
16.4	The Financial Tender shall be stated in Naira and Dollar: Consultant may express the price for their Services in any fully convertible currency, singly or in a combination of up to three foreign currencies, provided that it is all converted to naira.
C. Submission, Opening, and Evaluation	
17.1	The Consultants “shall” have the option of submitting their Tenders electronically.
17.4	The Consultant must submit: (a) Technical Tender: one (1) original and two (1) copies; (b) Financial Tender: one (1) original and two (1) copies
17.7 and 17.9	The Tenders must be submitted no later than: Date: 22nd May, 2026 Time: 23:59 (Nigeria Time)

	<p>The technical and financial proposal must be submitted in two (2) files (Technical and Financial) and sent to the emails below:</p> <ul style="list-style-type: none"> • procurement@naca.gov.ng • esther.abodunrin@getf.org
<p>19.1</p>	<p>An online option for the opening of the Technical Tenders is offered: No</p> <p>The opening shall take place at: same as the Tender submission address:</p> <p>Street Address: Procurement Unit, National Agency for the Control of AIDS (NACA), No 3 Ziguinchor Street, Wuse Zone 4, Abuja.</p> <p>Floor, room number Procurement Office,</p> <p>City: Abuja</p> <p>Nigeria</p> <p>Date: 22nd May, 2026.</p> <p>Time: 23:59 (Nigeria Time)</p>
<p>19.2</p>	<p>In addition, the following information will be read aloud at the opening of the Technical Tenders NOT APPLICABLE</p>
<p>21.1 (for FTP)</p>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Tenders:</p> <p><u>Points</u></p> <p>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: 10</p> <p>ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): 40</p> <p><i>[Notes to Consultant: the Procuring Entity will assess whether the proposed methodology is clear, responds to the TORs, a work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix, and the work plan has the right input from Experts]</i></p> <p>(iii) Key Experts’ qualifications and competence for the Assignment:</p>

	<p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>a) Position K-1: Solution Architect 7</p> <p>b) Position K-2: Software Engineer (with telephony expertise) 7</p> <p>c) Position K-3: Quality Assurance Engineer 6</p> <p>d) Position K-4: Project Manager 4</p> <p>e) Position K-5: Data Engineer 6</p> <p>f) Position K-6: Machine Learning Engineering 5</p> <p style="text-align: right;">Total points for criterion (iii): 35</p> <p>(iv) Transfer of knowledge (training) program (relevance of approach and methodology)</p> <p style="text-align: right;">Total points for criterion (iv): 10</p> <p>(v) Participation by nationals among proposed Key Experts 5</p> <p>Total points for the five criteria: 100</p> <p>The minimum technical score (St) required to pass is: 80</p>
	Public Opening of Financial Tenders
23.4	An online option for the opening of the Financial Tenders Shall not be offered
23.5	<p>Following the completion of the evaluation of the Technical Tenders, the Procuring Entity will notify all Consultants of the location, date, and time of the public opening of the Financial Tenders.</p> <p>Any interested party who wishes to attend this public opening should contact Mr. Ishaya Dawha and request to be notified of the location, date, and time of the public opening of Financial Tenders. The request should be made before the deadline for submission of Tenders, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Tenders may be published on the Procuring Entity's website, if available.</p>

25.1	For the evaluation, the Procuring Entity will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Procuring Entity's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as guidance but not limiting to it), and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Entity on behalf of the Consultant.
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Naira</p> <p>The official source of the selling (exchange) rate is: Central Bank of Nigeria Rate</p> <p>The date of the exchange rate is: Not earlier than NA</p>
27.1 (QCBS only)	<p>The lowest evaluated Financial Tender (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Tenders is calculated as follows:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" is the price of the Tender under consideration.</p> <p><i>[or replace with another inversely proportional formula acceptable to the Bureau of Public Procurement]</i></p> <p>The weights given to the Technical (T) and Financial (P) Tenders are:</p> <p>T = 80 and</p> <p>P = 20</p> <p>Tenders are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Tender; P = the weight given to the Financial Tender; T + P = 1) as follows: $S = St \times T\% + Sf \times P\%$.</p>
	D. Negotiations and Award

28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: to be communicated after Evaluation of Financial Proposals</p> <p>Address: Procurement Unit, National Agency for the Control of AIDS (NACA) No 3 Ziguinchor Street, Wuse Zone 4, Abuja.</p>
32.1	<p>The successful Consultant shall submit the Beneficial Ownership Disclosure Form.</p>
34.2	<p>Expected date for the commencement of the Services:</p> <p>Date: upon execution of Contract Agreement at NACA Headquarters, Abuja.</p>
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in "(Annex III)." If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p>For the attention: Mr. Ishaya Dawha</p> <p>Title/Position: Head Procurement</p> <p>Procuring Entity: National Agency for the Control of AIDS (NACA)</p> <p>Email address: idawha@naca.gov.ng</p> <p>Telephone nos: 08033195866</p> <p>Or</p> <p>Esther Abodunrin - esther.abodunrin@gef.org</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of this Standard Bidding Document; 2. the Procuring Entity's decision to exclude a Consultant from the procurement process before the award of the contract; and 3. the Procuring Entity's decision to award the contract.

Section 3. Technical Tender – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 guide the Consultant to prepare the Technical Tender; they should not appear on the Tenders to be submitted.}

Checklist of Required Forms

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Tender Submission Form.	
✓	If applicable	TECH-1 Attachment	If the Tender is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓	If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	
✓		TECH-2B	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and Counterpart Staff and Facilities to be provided by the Procuring Entity.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

All pages of the original Technical and Financial Tender shall be initialed by the same authorized representative of the Consultant who signs the Tender.

Form TECH-1

TECHNICAL TENDER SUBMISSION FORM

{Location, Date}

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

Dear Sirs:

We, the undersigned, offer to provide consulting services for *[Insert title of assignment]* per your Standard Bidding Documents (SBD) dated *[Insert Date]* and our Tender. *[Select appropriate wording depending on the selection method stated in the SBD: "We are hereby submitting our Tender, which includes this Technical Tender and a Financial Tender sealed in a separate envelope" or if only a Technical Tender is invited "We hereby are submitting our Tender, which includes this Technical Tender only in a sealed envelope."].*

{If the Consultant is a joint venture, insert the following: We are submitting our Tender for a joint venture with {Insert a list with the full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant's Tender includes Sub-consultants, insert the following: We are submitting our Tender with the following firms as Sub-consultants: {Insert a list with the full name and address of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Tender are true and we accept that any misinterpretation or misrepresentation contained in this Tender may lead to our disqualification by the Procuring Entity and/or may be sanctioned by the Bureau of Public Procurement.
- (b) Our Tender shall be valid and remain binding upon us for the period specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest per ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bureau of Public Procurement's policy regarding Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by Nigeria's Bureau of Public Procurement. Further, we are not ineligible under the Procuring Entity's country's laws or official regulations or a decision of the United Nations Security Council;
- (f) *[Note to Procuring Entity: Only if required in ITC10.2 (Data Sheet 10.2), including the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Procuring Entity.]*
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract based on the proposed Key Experts. We accept that the substitution

of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.

- (h) Our Tender is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Tender is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

We understand that the Procuring Entity is not bound to accept any Tender that the Procuring Entity receives.

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) **{In full and initials}**:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

Form TECH-2 (FOR FULL TECHNICAL TENDER ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include an organizational chart, a list of the Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC 32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

B - Consultant's Experience

1. List only previous similar assignments completed in the last 5 years.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture members. Assignments completed by the Consultant's experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Procuring Entity.

Duration	Assignment name/ & brief description of main deliverables/ outputs	Name of Procuring Entity & Nigeria of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, Nigeria}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., Nigeria}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

Form TECH-3 **(FOR FULL TECHNICAL TENDER)**

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE PROCURING ENTITY

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, including administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Form TECH-4 (FOR FULL TECHNICAL TENDER ONLY)
**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN
 RESPONDING TO THE TERMS OF REFERENCE**

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Tender (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks [**Note to Procuring Entity: add the following for supervision of civil works contracts:** including the Environmental, Social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), Health and Safety (ESHS) aspects] to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and your ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts, and relevant technical and administrative support staff.}

Form TECH-5 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5) delivery of the final report to Procuring Entity}													
D-2	{e.g., Deliverable #2:.....}													

Section 3 – Technical Tender – Standard Forms

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Form TECH-6 (FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	D-...				Home	Field	Total
KEY EXPERTS														
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 months]	[1.0]	[1.0]								
			[Field]	[0.5 m]	[2.5]	[0]								
K-2														
K-3														
n														
											Subtotal			
NON-KEY EXPERTS														

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH-5 in which the Expert will be involved)	

Expert’s contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the Bureau of Public Procurement.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized
Date

Signature

Representative of the Consultant

(the same who signs the Tender)

Section 4. Financial Tender - Standard Forms

{*Notes to Consultant* shown in brackets { } guide the Consultant to prepare the Financial Tenders; they should not appear on the Financial Tenders to be submitted.}

Financial Tender Standard Forms shall be used for the preparation of the Financial Tender according to the instructions provided in Section 2.

FIN-1 Financial Tender Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A "Financial Negotiations - Breakdown of Remuneration Rates" in the case of QBS method

FORM FIN-1
FINANCIAL TENDER SUBMISSION FORM

{Location, Date}

To: [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide consulting services for [Insert title of assignment] per your Standard Bidding Document dated [Insert Date] and our Technical Tender.

Our attached Financial Tender is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of all indirect local taxes per ITC 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Tender shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period specified in the Data Sheet, ITC 12.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Tender and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency or Gratuity	Purpose of Commission
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Tender and Contract execution."}

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

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

<i>Item</i>	Cost			
	{Consultant must state the proposed Costs per ITC 16.4 of the Data Sheet ; delete columns that are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Nigeria Naira, if used and/or required (16.4 Data Sheet)}
Cost of the Financial Tender				
Including:				
(1) Remuneration				
(2) Reimbursables				
Total Cost of the Financial Tender: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax: e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<u>Total Estimate for Indirect Local Tax:</u>				

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration _____								
No.	Name	Position (as TECH-6) in	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Nigeria Naira- as in FIN-2}
Key Experts								
K-1			[Home]					
			[Field]					
K-2								
Non-Key Experts								
N-1			[Home]					
N-2			[Field]					
Total Costs								

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the SBD requests the submission of a technical Tender only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the SBD requests submission of the financial Tender, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and be included in Appendix D or C.
- 1.3. At the negotiations, the firm shall be prepared to disclose its audited financial statements for the last three years, substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Procuring Entity is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as a percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Procuring Entity is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Entity does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid regularly are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for a particular country may be used as a reference to determine subsistence allowances.

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant’s Representations Regarding Costs and Charges

(Model Form I)

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Rate per Working Month/Day/Hour	Fixed per Working Month/Day/Hour ¹
Home Office									
Nigeria									

{* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as a percentage of 1
2. Expressed as a percentage of 4

Section 5. Eligible Countries

In reference to ITC 6.3.2, for the information of shortlisted Consultants, at present firms, goods, and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): NONE

Under the ITC 6.3.2 (b): NONE

Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

1. Purpose

1.1 The Public Procurement Act 2007 as amended and the Bureau of Public Procurement's Code of Conduct apply concerning procurement under the Bureau of Public Procurement operations.

2. Requirements

2.1 The Bureau of Public Procurement requires that Tenderers (applicants/Tenderers), consultants, contractors, and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bureau of Public Procurement:

a. Defines, for this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing evidence material to the investigation or making false statements to investigators to materially impede a Bureau of Public Procurement 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
 - (b) acts intended to materially impede the exercise of the Bureau of Public Procurement's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a Tender for award if the Bureau of Public Procurement determines that the firm or individual recommended for award, any of its personnel, its agents, or its sub-

Section 5. Eligible Countries

consultants, sub-contractors, service providers, suppliers, and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bureau of Public Procurement determines at any time that representatives of the Tenderer or a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Tenderer having taken timely and appropriate action satisfactory to the Bureau of Public Procurement to address such practices when they occur, including by failing to inform the Bureau of Public Procurement promptly at the time they knew of the practices;
- d. Under the Public Procurement Act 2007 as amended and the Bureau of Public Procurement's Code of Conduct, the Bureau of Public Procurement's , may sanction a firm or individual, either indefinitely or for a stated period, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a contract, financially or in any other manner;¹ and (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a contract;
- e. Requires that a clause be included in bidding/Standard Bidding Documents documents and contracts supported by the Bureau of Public Procurement, requiring (i) Tenderers (applicants/Tenderers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bureau of Public Procurement to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bureau of Public Procurement.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the Tenderer in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the Tenderer to meet the qualification requirements for the particular bid; or (ii) appointed by the Tenderer.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bureau of Public Procurement or persons appointed by the Bureau of Public Procurement to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section 7. Terms of Reference (TOR)

ENGAGEMENT OF CONSULTANCY FIRM FOR THE UPGRADE, EXPANSION AND TECHNOLOGY ENHANCEMENT OF SERVICES AT THE NATIONAL CALL CENTRE ON HIV/AIDS AND RELATED DISEASES (NCCH)

Introduction

The National Agency for the Control of AIDS (NACA), in collaboration with the Business for Health Access (BHA) is seeking a qualified private sector organisation to support the upgrade and technology enhancement of the National Call Centre on HIV/AIDS and Related Diseases (NCCH). The NCCH was officially commissioned in June 2012 to receive calls, provide information and link clients to service delivery points for HIV/AIDS, and other related diseases in Nigeria. The Nigeria Communications Commission (NCC) assigned a short code '6222' to the NCCH to facilitate seamless and sustainable access across all networks in the country. The NCCH has remained a viable channel through which information on HIV/AIDS and related diseases is disseminated to callers in a timely and efficient manner.

Over the years, the centre receives an average of 7,924 calls monthly, prevention and treatment interactions 62%, HIV-related consultations 30% and enquiries on other related diseases 8%. The centre receives high volume of calls during call centre-focused demand creation activities, World AIDS Day commemoration and emerging disease outbreaks. The channel of communication in the centre between callers and agents/counsellors is via inbound mobile phone calls and interactive voice response (IVR) systems in its operations. The centre is currently not equipped to make outbound calls but can only receive calls. Also, calls cannot be received by agents outside working hours (9 am – 5 pm) and during holidays except on IVR.

NACA is committed to reducing new HIV infections by strengthening knowledge, awareness, and uptake of HIV prevention services across the general population, with tailored messaging for key and vulnerable groups. To advance this goal, Federal Ministry of Health and NACA seek to collaborate with private sector organisation to modernize the NCCH to improve accessibility, responsiveness, and effectiveness in meeting evolving client needs.

This call for proposals focuses on the project's first year (2026), which will test the operational viability and potential health impact of a strengthened NCCH–private sector partnership model before broader scale-up.

Year 1 will prioritize improving the conversion pathway from call inquiry to confirmed service uptake for:

- HIV Testing Services (HTS)
- Oral PrEP
- New prevention technologies, including CAB-LA and Lenacapavir

One of the objectives of the NCCH upgrade is to establish and measure a functioning call-to-service within a defined geography or priority population segment.

Through this public-private partnership, NACA and BHA aim to leverage private sector expertise in telecommunications, digital technology, customer experience, behavioral science, and service delivery to strengthen the NCCH as a modern, efficient, and client-centered national platform.

This RFP invites qualified private sector organizations to submit proposals outlining their technical and operational expertise to support the upgrade, enhancement, and sustainability of the NCCH.

Objective of the RFP

The objective of this RFP is to identify and engage private sector partner(s) with the technical expertise, infrastructure, and innovation capacity to support:

- Outbound call activation and follow-up systems
- CRM deployment for referral tracking
- Improvement of service quality, accessibility, and responsiveness
- AI tools focused on triage and FAQ automation
- Dashboard development for performance monitoring
- Conversion optimization
- Capacity building for call centre staff

Improve clients' access to NCCH services through intelligent call routing and AI-powered virtual agents. Year 1 will focus on:

- Selected high-burden states or priority urban areas
- A defined high-risk population segment

Scope of Work

The selected private sector partner(s) will work closely with NACA, BHA, and relevant stakeholders to support the following key areas:

Technology Upgrades with Direct Service Impact

1. Activate outbound calling capacity
 - a. Follow-up calls for referred clients
 - b. Missed-call protocols
2. Deploy CRM system for:
 - a. Risk assessment recording
 - b. Referral issuance tracking
 - c. Follow-up documentation
 - d. Service uptake verification
3. Implement limited AI integration focused on:
 - a. Risk assessment triage support

- b. FAQ automation (to reduce routine burden)
- c. Referral tracking analytics

The partner will help operationalize and measure:

- Calls received
- Risk assessed
- Referral issued
- Follow-up conducted
- Service uptake confirmed and
- Institute a metric tracking for monitoring the performance of the NCCH.

Interoperability

Proposed solutions should prioritize interoperability and use of open standards where feasible. Any custom-developed tools, configurations, workflows, or dashboards developed specifically under this engagement shall be documented and made available to NACA for future replication and scale. Where feasible, partners are encouraged to align with principles of open digital ecosystems and scalable digital public infrastructure.

Expected Deliverables

The selected partner will be expected to deliver:

- Pilot implementation of enhanced NCCH services, including extended service hours and improved accessibility, within a defined priority geography or population segment. To include the following:
 - System design and implementation plan
 - CRM configured for referral and outcome tracking
 - AI-supported triage/FAQ tool
 - Outbound follow-up system activated
 - Live performance dashboard
 - Training sessions for call center agents and supervisors
- Baseline assessment report outlining the call center's current state and recommended upgrades to be implemented within the specified timeframe
- Periodic progress reports
- Identify opportunities to link the NCCH platform to existing or planned communication and outreach initiatives
- Final evaluation report documenting:
 - Conversion improvements and the specific changes implemented
 - Cost per uptake
 - Operational lessons
 - Scale-up recommendations

CONSULTANT QUALIFICATIONS

A private organization acting as a technical vendor for the NCCH digital enhancement must possess various high-level technical expertise in public health, specialized knowledge in HIV and related diseases, and competence in operationalizing digital/telehealth and hotline services, data privacy, counseling protocols, and monitoring and evaluation/dashboard development. Other specific qualifications are:

1. Technical Expertise in Telehealth and Client-Centered Health Service Delivery

- Knowledge of Telehealth Standards and Guidelines: Demonstrated understanding of national and international standards governing telemedicine and remote health service delivery, including regulatory requirements, ethical guidelines, data privacy, and informed consent.
- Core Technical Expertise: proven expertise in telecommunications, digital platforms, or call center operations, including service delivery optimization with a focus on Artificial Intelligence solution deployment.
- Experience Serving Diverse Client Populations: Demonstrated experience designing and delivering client-centered remote services with sensitivity to cultural and social contexts.

2. Operational & NCCH Management

- Telehealth/Hotline Expertise: Experience in designing, implementing, and managing call centres, virtual outreach, or telehealth platforms.
- Protocol Development: Proven ability to develop Standard Operating Procedures (SOPs) for call handling, referral linkages to care, and crisis management.
- Proficiency in Information Technology, including Electronic Health Records (EHR), database management, and MS Office Suite.
- Experience in collecting, managing, and reporting both quantitative and qualitative data.

3. Compliance and Ethical Standards

- Data Protection: Knowledge and Compliance to Nigeria regulatory requirements regarding patient confidentiality and data security.

4. Strategic and Analytical Skills

- Monitoring & Evaluation (M&E): Strong M&E skills to track performance indicators, such as call volume, referral uptake, and patient outcomes.
- Reporting & Analysis: Proven ability to produce monthly/quarterly reports and analyze trends for quality assurance.
- Stakeholder Management: Experience in liaising with governmental bodies, Global Fund, PEPFAR agencies, and other NGOs.

5. Personnel Qualifications

The organization should have personnel with the following:

- Education: At least degree or equivalent experience in Solution Architecture, Software Engineering (with telephony expertise), Quality Assurance Engineering, Project Management, Data Engineering, and/or Machine Learning Engineering.

6. Organizational Requirements

- Track Record: Documented evidence of previous, similar assignments (e.g., engagement letters, Job completion certificates, references).
- Grant Management: Familiarity with receiving grant funding and managing grant funds.