



Institute of Human Virology Nigeria

## RFP FOR CLEARING

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*Request for Proposals (RFP)*

*Bid Reference 2020/09/07*

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## 1. INTRODUCTION

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### 1.1 Objective of the RFP

The purpose of this Request for Proposals (RFP) is to enter into a contractual agreement with a successful bidder and select a suitable contractor to carry out the following work: ***clearing services of IHVN internationally procured supplies, from air and sea ports in Nigeria.***

IHVN is an Organization that is dependent on the budgetary and extra-budgetary contributions it receives from its funders for the implementation of its activities. Bidders are, therefore, requested to propose the best and most cost-effective solution to meet IHVN requirements, while ensuring a high level of service.

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### 1.2 About IHVN

#### 1.2.1 IHVN Mission Statement

To be a Center of Excellence in providing health service implementation, capacity building, and research, and ensuring equitable access to individuals and communities through innovative and evidence-based strategies.

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## 2. DESCRIPTION OF SUBJECT / PRESENT ACTIVITIES

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**2.1 Overview-** Clearing of IHVN internationally procured supplies

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**2.2 Objectives of the activity-** *Ensuring that needed supplies are cleared and delivered on a timely basis and safely to identified destinations.*

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**2.3 Activity coordination-** This will be overseen by the SCM Officer with day-to-day contact with the Shipping Officer.

### 3. REQUIREMENTS

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#### 3.1 Introduction

IHAVN is looking to contract with a suitable contractor to carry out Clearing, goods handling and transportation services.

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#### 3.2 Characteristics of the provider

3.2.1 **Status**-The provider shall be an institution operating in the field of logistics with proven expertise in customs clearance and forwarding of cargoes

##### 3.2.2 Accreditations

Accreditation or an on-going accreditation by the Nigerian Customs (custom licence) is a requirement.

Ability to process IDEC on behalf of the Institute is a major requirement

Compliance with the most international industry standards: ISO 9001, ISO 14001, OHSAS 18001

##### 3.2.3 Previous experience

- Previous work with IHVN, other international organizations and/or major institutions in the field of customs clearance and forwarding of international cargoes logistics.

3.2.4 **Logistical capacity**-- Capacity for port handling and international/local freight forward.

##### 3.2.5 Staffing

- Custom clearance and logistic expertise dedicated to the Project, or specified phases thereof, on a full-time basis.

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#### 3.3 Work to be performed

The provider shall perform Customs clearance services at the Lagos Seaports/Airports and Abuja Airports, on behalf of the consignee, as assigned and as directed by the consignee. In so doing, the following conditions shall apply”

- The customs clearance charge from the agent shall include all Customs entry/ASYCUDA fees, customs examinations, delivery/security expenses; de-block stacking, haulage and agency fees.
- The agent shall clear and deliver consignments 1x20; 1x40 containers and consolidated cargoes within 10 working days of receipt of all approved clearance documentation from the consignee, excluding periods of port congestion.
- The agent shall provide daily update regarding each clearance assignment.
- The agent shall return all empty containers to the port, except where otherwise directed, immediately after unpacking.
- The agent shall notify the consignee within 24 hours of receipts of approved clearance documentation, of delays with transfer of containers to off-dock terminals and containers on block stack.
- The delivery points for shipments will be as directed by the consignee.
- The agent shall be responsible for any pre-loading/offloading truck demurrage except where that latter is expressly caused by the consignee.
- All unnecessary charges accruing from delays shall be borne by the agent.

- The agent shall bring to the attention of the consignee, within 24hrs of observation, all cargo discrepancy/short-landed cargoes.
- The agent shall pre-release consignments as directed by the consignee.
- The agent shall be responsible for payment, on behalf of the consignee, of all shipping company and terminal charges in the first instance billed back to the consignee.
- The agent shall, on completion of clearance and delivery, present bills to the consignee accompanied by the necessary proofs of delivery (PODs) including IHVN Certificate of Delivery, for payment.
- The agent shall attach to all bills, receipts of payment of all shipping company and terminal charges.
- The agent shall be responsible for processing all container deposit and demurrage refunds due to the consignee, where applicable, with the shipping companies.
- This agreement shall remain in force for a period of 5 years from date of signing and can be determined by either party giving one month's notice.

3.3.1 **Key requirements** - the provider is required to possess logistic supply aids and equipment such as vans, forklifts and heavy duty trucks.

3.3.2 **Reporting requirements:** Cargo tracking report.

3.3.3 **Finance and accounting requirements-** provider must have a strong financial capacity base to make applicable third party payments on behalf of IHVN.

3.3.4 **Performance monitoring-**

3.3.5 The SCM officer will be in-charge of Regular Monitoring of the activities of the company(ies) selected to ensure prompt service delivery.

3.3.6 **Further Capacities**

Proof of ability to process IDEC on behalf of the Institute.



## 4. INSTRUCTIONS TO BIDDERS

Bidders should follow the instructions set forth below in the submission of their proposal to IHVN.

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### 4.1 Language of the Proposal and other Documents

The proposal prepared by the bidder, and all correspondence and documents relating to the proposal exchanged by the bidder and IHVN shall be written in English language.

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### 4.2 Intention to Bid

**No later than 15<sup>th</sup> September, 2020** the bidder shall complete and return by email to IHVN:

1. The RFP **2020/09/07** Acknowledgement form, attached hereto as Annex 1, signed as confirmation of the bidder's intention to submit a *bona fide* proposal and designate its representative to whom communications may be directed, including any addenda; and
  2. The RFP **2020/09/07** Confidentiality form, attached hereto as Annex 2, signed.
- Email for submissions of acknowledgement confidentiality forms: [bids@ihvnigeria.org](mailto:bids@ihvnigeria.org)

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### 4.3 Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of the proposal, including but not limited to the possible cost of discussing the proposal with IHVN, making a presentation, negotiating a contract and any related travel.

IHVN will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

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### 4.4 Contents of the Proposal

Proposals must offer the total requirement. Proposals offering only part of the requirement may be rejected. The bidder is expected to follow the proposal structure described in paragraph 4.15 below and otherwise comply with all instructions, terms and specifications contained in, and submit all forms required pursuant to, this RFP. Failure to follow the aforesaid proposal structure, to comply with the aforesaid instructions, terms and specifications, and/or to submit the aforesaid forms will be at the bidder's risk and may affect the evaluation of the proposal.

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### 4.5 Joint Proposal

Two or more entities may form a consortium and submit a joint proposal offering to jointly undertake the work. Such a proposal must be submitted in the name of one member of the consortium - hereinafter the "lead organization". The lead organization will be responsible for undertaking all negotiations and discussions with, and be the main point of contact for, IHVN. The lead organization and each member of the consortium will be jointly and severally responsible for the proper performance of the contract.

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### 4.6 Communications during the RFP Period

A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify IHVN via email at the following address no later than 10 working days prior to the closing date for the submission of offers.:

Email for submissions of all queries: **bids@ihvnigeria.org**  
(Use subject: IHVN Bid Ref. **2020/09/07**)-RFP FOR CLEARING.

The Procurement Team at IHVN will respond in writing (via email only) to any request for clarification of the RFP that it receives by the deadline indicated above. A consolidated document of IHVN's response to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders who have received the RFP. Questions are to be submitted through use of the form "Questions from Bidders", attached hereto as Annex 4.

There shall be no individual presentation by or meeting with bidders until after the closing date. From the date of issue of this RFP to the final selection, contact with IHVN officials concerning the RFP process shall not be permitted, other than through the submission of queries and/or through a possible presentation or meeting called for by IHVN, in accordance with the terms of this RFP.

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#### **4.7 Format and Signing of Proposals**

The bidder shall submit hard copy of the complete proposal by the closing date set forth in section 4.11 to the address in section 4.8. Each complete proposal should include the following:

- Hard copy of proposal and supporting documents (marked clearly **Bid Ref 2020/09/07** )
- Signed Acceptance Form, attached hereto as Annex 5
- Flash drive containing electronic copy of proposal and supporting documents

Please also note the following instructions for preparation of the Proposal:

- 1) Dividers may be used to separate sections of the document, if needed.
- 2) All pages of the proposal shall be numbered in the format '**Page X of Y**'.
- 3) All copies of the proposal shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to represent the bidder, submit a proposal and bind the bidder to the terms of the RFP. A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the proposal.
- 4) The electronic copy of the proposal and supporting documents on the flash drive should be in PDF, or MS Word compatible format. The Responses to the Requirements should be submitted in the XLS file format supplied by IHVN and using the template distributed with the RFP. The Financial Proposal should be submitted in the XLS file format supplied by IHVN and using the template distributed with the RFP. The Proposed Timeline project plan should be either in MS Project MPP, XLS or PDF format.

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#### **4.8 Sealing and Marking of Proposals**

Copies of the complete proposal must be sent by registered mail, via courier or hand delivered, in a **sealed** envelope or parcel to the following address:

- INSTITUTE OF HUMAN VIROLOGY, NIGERIA Pent House, Maina Courts, Plot 252, Herbert Macaulay Way, Central Business District, Abuja, Nigeria.

**Bid Ref: 2020/09/07**  
**Attn: Procurement Unit**

**NOTE:** If the envelopes are not sealed and marked as per the instructions in this clause, IHVN will not assume any responsibility for the misplacement or premature opening of the proposal and may – at its discretion – reject the proposal. If the envelopes are delivered by hand, it shall be the bidder's responsibility to ensure that they sign bid register (with an indication of the time of receipt) by security post of IHVN upon their delivery.

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#### 4.9 Exclusion of Submission of Offers by E-mail

Only hard copies are acceptable as official bid entries. Under no circumstances shall offers be submitted to IHVN by E-mail.

Any and all bidders submitting an offer by such means shall be disqualified and their offer rejected.

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#### 4.10 Period of Validity of Proposals

The offer outlined in the proposal must be valid for a minimum period of 120 calendar days after the closing date. A proposal valid for a shorter period may be rejected by IHVN. In exceptional circumstances, IHVN may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting such an extension will not, however, be permitted to otherwise modify its proposal.

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#### 4.11 Closing Date for Submission of Proposals

Proposals must be received at the above indicated address specified in section 4.8 no later than 29/09/2020 10:00 hours Nigerian time.

IHVN may, at its own discretion, extend this closing date for the submission of proposals by notifying all bidders thereof in writing.

Any proposal received by IHVN after the closing date for submission of proposals may be rejected.

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#### 4.12 Modification and Withdrawal of Proposals

The bidder may withdraw its proposal any time after the opening of the bids, provided that written notice via email of the withdrawal is received by IHVN after the closing date.

The bidder's withdrawal notice shall be addressed, sealed and marked in accordance with section 4.8 to be received after the closing date referred to in section 4.11. An advance copy of the withdrawal notice may also be sent by email but must be followed by a signed confirmation copy received by the closing date.

- Email for withdrawal of proposal: **bids@ihvnigeria.org**

No proposal may be modified after submission of proposals, unless IHVN has issued an amendment to the RFP allowing such modifications (see section 4.14).

No proposal may be withdrawn in the interval between the closing date and the expiration of the period of proposal validity specified by the bidder in the proposal in accordance with section 4.10.

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#### 4.13 Receipt of Proposals from Non-invitees

IHVN may, at its own discretion, if it considers this necessary and in the interest of the Organization, extend the RFP to bidders that were not included in the original invitation list.

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#### 4.14 Amendment of the RFP

IHVN may, at any time before the closing date, for any reason, whether on its own initiative or in response to a clarification requested by a (prospective) bidder, modify the RFP by written amendment. Amendments could, *inter alia*, include modification of the project scope or requirements, the project timeline expectations and/or extension of the closing date for submission.

All prospective bidders that have received the RFP will be notified in writing of all amendments to the RFP and will, where applicable, be invited to amend their proposal accordingly.

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## 4.15 Proposal Structure

The contents of the bidder's proposal should be concisely presented and structured in the following order to include, but not necessarily be limited to, the information listed in sections 4.15.3 to 4.15.7 below.

Any information which the bidder considers confidential, if any, should be clearly marked confidential.

### 4.15.1 Acceptance Form

The bidder's proposal must be accompanied by a transmittal letter (in the form of Annex 5, attached) signed by a duly authorized representative of the bidder and stating:

- That the bidder undertakes on its own behalf and on behalf of its possible partners and contractors to perform the work in accordance with the terms of the RFP;
- The total cost of the proposal, indicating convertible currency used (NGN);
- The number of days the proposal is valid (from the date of the form) in accordance with section 4.10.

### 4.15.2 Executive Summary

The bidder's proposal must be accompanied by an Executive Summary/Proposed Solution.

### 4.15.3 Information about Bidders

Bidders should include the following information in their bids. Bidders who are individuals should include in their bids the information that is relevant to individuals.

Information about Bidders	
<b>1</b>	<b>Company Information</b>
<b>1.1</b>	<b>Corporate information</b>
1.1.1	Company <b>mission statement</b>
1.1.2	<b>Service commitment</b> to customers and measurements used
1.1.3	<b>Organization</b> structure
1.1.4	<b>Geographical</b> presence
1.1.5	Relevant <b>experience</b> (include description of those parts of your organization that would be involved in the performance of the work)
<b>1.2</b>	<b>Staffing information</b>
1.2.1	<b>Number and Geographical</b> distribution of staff
1.2.2	<b>Number of consultants</b> employed on similar projects in each of the past three years
1.2.3	<b>Staff turnover</b> rate for the past three years
<b>1.3</b>	Audited <b>financial statements</b> for the past three (3) years
<b>1.4</b>	<b>Legal information</b>
1.4.1	History of <b>Bankruptcy</b>
1.4.2	Pending major <b>lawsuits</b> and <b>litigations</b> in excess of NGN45,000,000 at risk (indicate particularly those by licensees or patent infringement)
1.4.3	Pending <b>Criminal/Civil lawsuits</b>
<b>1.5</b>	<b>Relevant Contractual relationships</b>
1.5.1	<b>Relevant Contractual projects</b> (with other International agencies or contractors)

Information about Bidders	
1.6	Proposed <b>sub-contractor</b> arrangements including <b>sub-contractor information</b> (as above for each sub-contractor)
<b>2</b>	<b>Experience and Reference Contact Information</b> (list and provide five (5) detailed examples of relevant experience gained within the past five years of the issuance of this RFP that demonstrate the contractor's ability to satisfactorily perform the work in accordance with the requirements of this RFP)
<b>2.1</b>	<b>Project Name</b>
2.1.1	<b>Project Description</b>
2.1.2	<b>Status</b> (under development/implemented)
2.1.3	<b>Reason for Relevance</b> (provide reason why this project can be seen as relevant to this project)
2.1.4	<b>Roles and responsibilities</b> (list and clearly identify the roles and responsibilities for each participating organization)
2.1.4.1	<b>Client</b> Role and Responsibility
2.1.4.2	<b>Contractor</b> Role and Responsibility. Previous contractor role in project
2.1.4.3	<b>Third party contractors</b> Role and Responsibility. Previous specified 3 <sup>rd</sup> party role in project.
2.1.5	<b>Team members</b> (indicate relevant members of the team that will also be used for this project)

#### 4.15.4 Proposed Solution

**4.15.5 Approach/Methodology-**Proposed solution should specifically identify and proffer solution to the challenges in clearing internationally procured supplies efficiently.

**4.15.6 Proposed Time line-** *Clearing activity is a continuous process. However, specific consignment should be cleared within ten working days of receipt all necessary documentation.*

**4.15.7 Financial Proposal-** See Annex 7 below.

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#### 4.16 Conduct and Exclusion of bidders

All bidders must adhere to the IHVN Supplier Code of Conduct and Standard practice.

In addition, bidders that are companies should submit a signed Self Declaration form, attached hereto as Annex 6.

Bidders will be excluded if:

- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- they or persons having powers of representation, decision making or control over them have been the subject of a final judgment or of a final administrative decision for fraud, corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings;
- they or persons having powers of representation, decision making or control over them have been the subject of a final judgment or of a final administrative decision for financial irregularity(ies);

- it becomes apparent to IHVN that they are guilty of misrepresentation in supplying, or if they fail to supply, the information required under this RFP and/or as part of the bid evaluation process; or
- they have a conflict of interest, as determined by IHVN in its sole discretion.

IHVN may decide to exclude bidders for other reasons.

## 5. OPENING AND EVALUATION OF PROPOSALS

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### 5.1 Opening of Proposals

IHAVN will open the proposals in the presence of BID Committee formed by IHVN. Each proposal will be opened during the session, each bidder will be announced and, in case of fixed-price offer, the total cost of each Financial Proposal will be read aloud.

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### 5.2 Clarification of Proposals

IHAVN may, at its discretion, ask any bidder for clarification of any part of its proposal. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during this exchange.

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### 5.3 Preliminary Examination of Proposals

IHAVN will examine the proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order. Proposals which are not in order as aforesaid may be rejected.

**Please note that IHVN is not bound to select any bidder and may reject all proposals.** Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to IHVN's general principles, including economy and efficiency, IHVN does not bind itself in any way to select the bidder offering the lowest price.

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### 5.4 Evaluation of Proposals

**A two-stage procedure will be utilized in evaluating the proposals, with technical evaluation of the proposal being completed prior to any focus on or comparison of price.**

The technical and financial evaluations of proposals will be accomplished by a Selection Panel. The Selection Panel will evaluate all proposals which have passed the Preliminary Examination of Proposals.

#### 5.4.1 Technical Evaluation

The technical evaluation of the proposals will include:

- the extent to which IHVN's requirements and expectations have been satisfactorily addressed;
- the quality of the overall proposal;
- the appropriateness of the proposed approach;
- the quality of the technical solution proposed;
- the manner in which it is proposed to manage and staff the project;
- the experience of the firm in carrying out related projects;
- the qualifications and competence of the personnel proposed for the assignment; and
- the proposed timeframe for clearing of shipment.

The number of points which can be obtained for each evaluation criterion is specified below and indicates the relative significance or weight of the item in the overall evaluation process.

#### **Technical Scoring and Weighting System: 60%**

##### **5.4.2 Financial Evaluation**

During the Financial Evaluation, the price proposal of all bidders who have passed the Technical Evaluation will be compared, according to the following scoring and weighting system.

#### **Financial Scoring and Weighting System: 40%**

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##### **5.5 Bidders' Presentations**

IHAVN may, during the evaluation period, at its discretion, invite selected bidders to supply additional information on the contents of their proposal (at such bidders' own cost). Such bidders will be asked to give a presentation of their proposal (possibly with an emphasis on a topic of IHVN's choice) followed by a question and answer session. The presentation will be held at IHVN's office or by tele/videoconference.

NOTE: Other presentations and any other individual contact between IHVN and bidders is expressly prohibited both before and after the closing date.

## **6. AWARD OF CONTRACT**

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### **6.1 Award Criteria, Award of Contract**

IHAVN reserves the right to

- a) Award the contract to a bidder of its choice, even if its bid is not the lowest;
- b) Award separate contracts for parts of the work, components or items, to one or more bidders of its choice, even if their bids are not the lowest;
- c) Accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders and without any obligation to inform the affected bidder or bidders of the grounds for WHO's action;
- d) Award the contract on the basis of the Organization's particular objectives to a bidder whose proposal is considered to be the most responsive to the needs of the Organization and the activity concerned;
- e) Not award any contract at all.

IHAVN has the right to eliminate bids for technical or other reasons throughout the evaluation/selection process. IHVN shall not in any way be obliged to reveal, or discuss with any bidder, how a proposal was assessed, or to provide any other information relating to the evaluation/selection process or to state the reasons for elimination to any bidder.

NOTE: IHVN is **acting in good faith** by issuing this RFP. However, **this document does not oblige IHVN to contract for the performance of any work, nor for the supply of any products or services.**

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### **6.2 IHVN's Right to modify Scope or Requirements during the Evaluation/Selection Process**



At any time during the evaluation/selection process, IHVN reserves the right to modify the scope of the work, services and/or goods called for under this RFP. IHVN shall notify the change to only those bidders who have not been officially eliminated due to technical reasons at that point in time.

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### **6.3 IHVN's Right to Extend/Revise Scope or Requirements at Time of Award**

IHVN reserves the right at the time of award of contract to extend, reduce or otherwise revise the scope of the work, services and/or goods called for under this RFP without any change in the base price or other terms and conditions offered by the selected bidder.

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### **6.4 IHVN's Right to enter into Negotiations**

IHVN also reserves the right to enter into negotiations with one or more bidders of its choice, including but not limited to negotiation of the terms of the proposal(s), the price quoted in such proposal(s) and/or the deletion of certain parts of the work, components or items called for under this RFP.

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### **6.5 Signing of the Contract**

Within 15 days of receipt of the contract, the successful bidder shall sign and date the contract and return it to IHVN according to the instructions provided at that time. If the bidder does not accept the contract terms without changes, then IHVN has the right not to proceed with the selected bidder and instead contract with another bidder of its choice.

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### **6.6 Publication by IHVN of Contract awards**

IHVN reserves the right to publish (e.g. on the procurement page of its internet site) or otherwise make public information regarding contracts awarded, including contractors' names and addresses, a description of the goods or services provided and their value.

## 7. GENERAL AND CONTRACTUAL CONDITIONS

The contract between IHVN and the selected bidder ("the Contract") will, unless otherwise explicitly agreed in writing, include the provisions as set forth in this section, and will otherwise *inter alia* address the following issues:

- responsibilities of the selected bidder(s) ("the Contractor(s)") and IHVN;
- clear deliverables, timelines and acceptance procedures;
- payment terms tied to the satisfactory performance and completion of the work.

The prices payable by IHVN for the work to be performed under the Contract shall be fixed for the duration of the Contract and shall be in IHVN preferred currency (preferably NGN), based on the Institute exchange rate of the date of invoice. The total amount payable by IHVN under the Contract may be either a lump sum or a maximum amount. If the option for payment of a lump sum applies, that lump sum is payable in the manner provided, subject to satisfactory performance of the work. If the option for payment of a maximum amount applies:

- The Contract shall include a detailed budget;
- The Contractor shall be held to submit a financial statement together with each invoice;
- Any advance payments by IHVN shall be used by the Contractor exclusively for the work in accordance with the budget and any unspent balance shall be refunded to IHVN;
- Payment by IHVN shall be subject to satisfactory performance and the acceptance of the Contractor's financial statements; and
- All financial reports shall be subject to audit by or on behalf of IHVN, including examination of supporting documentation and relevant accounting entries in the Contractor's books. In order to facilitate financial reporting and audit, the Contractor shall keep systematic and accurate accounts and records in respect of the work.

Unless otherwise specified in the Contract, IHVN shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and IHVN shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity as described in the Contract, from any other sources at any time.

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### 7.1 Conditions of Contract

Any and all of the Contractor's (general and/or special) conditions of contract are hereby explicitly excluded from the Contract, i.e., regardless of whether such conditions are included in the Contractor's offer, or printed or referred to on the Contractor's letterhead, invoices and/or other material, documentation or communications.

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### 7.2 Responsibility

The Contractor will be responsible to ensure that the work performed under the Contract meets the agreed specifications and is completed within the time prescribed. The Contractor shall facilitate the operational audit related to the execution of the work and the compliance with the obligations set forth in the Contract, by persons so designated by IHVN. In this regard, the Contractor shall make all relevant operational information, without restriction, available to persons so designated by IHVN and provide satisfactory explanations to all queries arising in connection therewith.

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### 7.3 Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to IHVN in connection with the performance of the work under the Contract. The Contractor shall refrain from any action which may adversely affect IHVN and shall fulfil its commitments with the fullest regard to the interests of IHVN.

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## 7.4 Warranties

The Contractor warrants and represents to IHVN as follows:

- 1) The deliverables shall meet the specifications called for in the Contract and shall be fully adequate to meet their intended purpose. The Contractor furthermore warrants that the deliverables shall be error-free. The Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least one year after completion of the work. It is agreed, however, that errors and other defects which have been caused by modifications to the deliverables made by IHVN without agreement of the Contractor are not covered by this paragraph.
- 2) The deliverables shall, to the extent they are not original, only be derived from, or incorporate, material over which the Contractor has the full legal right and authority to use it for the proper implementation of the Contract. The Contractor shall obtain all the necessary licenses for all non-original material incorporated in the deliverables (including, but not limited to, licenses for IHVN to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based so as to permit IHVN to fully exercise its rights in the deliverables without any obligation on IHVN's part to make any additional payments whatsoever to any party.
- 3) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and shall be delivered to IHVN free and clear of any and all liens, claims, charges, security interests and any other encumbrances of any nature whatsoever.
- 4) The Contractor, its employees and any other persons and entities used by the Contractor shall not violate any intellectual property rights, confidentiality, right of privacy or other right of any person or entity whomsoever.
- 5) Except as otherwise explicitly provided in the Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to IHVN, to perform its obligations hereunder.
- 6) The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor's employees, permitted subcontractors and suppliers.

Contractor furthermore warrants and represent that the information provided by it to IHVN in response to the RFP and during the bid evaluation process is accurate and complete. Contractor understands that in the event Contractor has failed to disclose any relevant information which may have impacted IHVN's decision to award the Contract to Contractor, or has provided false information, IHVN will be entitled to rescind the contract with immediate effect, in addition to any other remedies which IHVN may have by contract or by law.

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## 7.5 Legal Status

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis IHVN, and nothing contained in or relating to the Contract shall be construed as establishing or creating an employer/employee relationship between IHVN, on the one hand, and the Contractor or any person used by the Contractor in the performance of the work, on the other hand.

Thus the Contractor shall be solely responsible for the manner in which the work is carried out. IHVN shall not be responsible for any loss, accident, damage or injury suffered by the Contractor or persons or entities claiming under the Contractor, arising during or as a result of the implementation or execution of the Contract, including travel, whether sustained on IHVN premises or not.

The Contractor shall obtain adequate insurance to cover such loss, accident, injury and damage, before commencing work on the Contract. The Contractor shall be solely responsible in this regard and shall handle any claims for such loss, accident, damage or injury.

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## **7.6**      **Relation Between the Parties**

Nothing in the Contract shall be deemed to constitute a partnership between the Parties or to constitute either Party as the agent of the other.

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## **7.7**      **No Waiver**

The waiver by either Party of any provision or breach of the Contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

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## **7.8**      **Liability**

The Contractor hereby indemnifies and holds IHVN harmless from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against IHVN at any time and based on, or arising out of, breach by the Contractor of any of its representations or warranties under the Contract, regardless of whether such representations and warranties are explicitly incorporated here in or are referred to in any attached Appendices.

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## **7.9**      **Assignment**

The Contractor shall not assign, transfer, pledge or make any other disposition of the Contract or any part thereof, or any of the Contractor's rights, claims or obligations under the Contract except with the prior written consent of IHVN.

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## **7.10**     **Officials not to Benefit**

The Contractor warrants that no official of IHVN has received or will be offered by the Contractor any direct or indirect benefit arising from the Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

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## **7.11**     **Indemnification**

The Contractor shall indemnify and hold IHVN harmless, from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against IHVN at any time and based on, or arising out of, the acts or omissions of the Contractor, or the Contractor's employees, officers, agents, partners or sub-contractors, in the performance of the Contract. This provision shall extend, *inter alia*, to claims and liabilities in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants, partners or sub-contractors.

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## **7.12**     **Contractor's Responsibility for Employees**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

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### **7.13 Subcontracting**

Any intention to subcontract aspects of the Contract must be specified in detail in the proposal submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same degree of thoroughness as for the prime contractor. No subcontracting will be permitted under the Contract unless it is proposed in the initial submission or formally agreed to by IHVN at a later time. In any event, the total responsibility for the Contract remains with the Contractor.

The Contractor shall be responsible for ensuring that any and all subcontracts shall be fully consistent with the Contract, and shall not in any way prejudice the implementation of any of its provisions.

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### **7.14 Place of Performance**

The place of performance of the work under the Contract shall be at the Air/Sea Ports with delivery to designated points.

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### **7.15 Language**

All communications relating to the Contract and/or the performance of the work thereunder shall be in English.

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### **7.16 Confidentiality**

- 1) Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph. However, there shall be no obligation of confidentiality or restriction on use, where: (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the Contractor, or (ii) the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of the Contract; or (iii) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.
- 2) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of the Contract.
- 3) The Contractor may not communicate at any time to any other person, Government or authority external to IHVN, any information known to it by reason of its association with IHVN which has not been made public except with the authorization of IHVN; nor shall the Contractor at any time use such information to private advantage.

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### **7.17 Title Rights**

- 1) All rights pertaining to any and all deliverables under the Contract and the original work product leading thereto, as well as the rights in any non-original material incorporated therein as referred to in section 7.4.2 above, shall be exclusively vested in IHVN.
- 2) IHVN reserves the right to revise the work, to use the work in a different way from that originally envisaged or to not use the work at all.
- 3) At IHVN's request, the Contractor shall take all necessary steps, execute all necessary documents and

generally assist IHVN in securing such rights in compliance with the requirements of applicable law.

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## 7.18 Termination and Cancellation

IHVN shall have the right to cancel the Contract (in addition to other rights, such as the right to claim damages):

- 1) In the event the Contractor fails to begin work on the date agreed, or to implement the work in accordance with the terms of the Contract; or
- 2) In the event the progress of work is such that it becomes obvious that the obligations undertaken by the Contractor and, in particular, the time for fulfilment of such obligations, will not be respected.

In addition, IHVN shall be entitled to terminate the Contract (or part thereof), in writing:

1. At will with the provision of thirty (30) days prior notice in writing; and
2. With immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided above, the Contractor is:
  - a. In breach of any of its material obligations under the Contract and fails to correct such breach within a period of thirty (30) days after having received a written notification to that effect from IHVN; or
  - b. Adjudicated bankrupt or formally seeks relief of its financial obligations.

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## 7.19 Force Majeure

No party to the Contract shall be responsible for a delay caused by *force majeure*, that is, a delay caused by reasons outside such party's reasonable control it being agreed, however, that IHVN shall be entitled to terminate the Contract (or any part of the Contract) forthwith if the implementation of the work is delayed or prevented by any such reason for an aggregate of thirty (30) days. Such termination shall be subject to payment of an equitable part of the Contract sum and/or other reasonable charges. In the event of such termination, the Contractor shall, in accordance with the ownership rights referred to in section 7.17 *Title rights*, deliver to IHVN all work products and other materials so far produced.

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Contractor shall give notice and full particulars in writing to IHVN, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Contractor shall also notify IHVN of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by *force majeure*. On receipt of the notice required under this section, IHVN shall take such action as it, in its sole discretion, considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

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## 7.20 Surviving Provisions

Those rights and obligations of the Parties as set forth in sections 7 and 8 that are intended by their nature to survive the expiration or earlier termination of the Contract shall survive indefinitely. This includes, **but is expressly not limited to**, any provisions relating to IHVN's right to financial and operational audit, conditions of contract, warranties, legal status and relationship between the parties, breach, liability, indemnification, subcontracting, confidentiality, title rights, use of the IHVN name and emblem, successors and assignees, insurance and liabilities to third parties, settlement of disputes, observance of laws, privileges and immunities, no terrorism or corruption, foreign nationals and compliance with IHVN policies.

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### **7.21 Use of IHVN name and emblem**

Without IHVN's prior written approval, the Contractor shall not, in any statement of an advertising or promotional nature, refer to the Contract or its relationship with IHVN. In no case shall the Contractor use the name or emblem of the Institute of Human Virology-Nigeria, or any abbreviation thereof, in relation to its business or otherwise.

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### **7.22 Publication by WHO of Contract awards**

IHVN reserves the right to publish (e.g. on the procurement page of its internet site) or otherwise make public the Contractor's name and address, information regarding the Contract, including a description of the goods or services provided under the Contract and the Contract value.

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### **7.23 Successors and Assignees**

The Contract shall be binding upon the successors and assignees of the Contractor and the Contract shall be deemed to include the Contractor's successors and assignees, provided, however, that nothing in the Contract shall permit any assignment without the prior written approval of IHVN.

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### **7.24 Payment**

Payment will be made against presentation of an invoice in Naira currency. This will be in accordance with the payment schedule contained in the Contract, subject to satisfactory performance of the work. The price shall reflect any tax exemption to which IHVN may be entitled by reason of the immunity it enjoys. IHVN is, as a general rule, exempt from all direct taxes, custom duties and the like, and the Contractor will consult with IHVN so as to avoid the imposition of such charges with respect to this contract and the goods supplied and/or services rendered hereunder. As regards excise duties and other taxes imposed on the sale of goods or services (e.g. VAT), the Contractor agrees to verify in consultation with IHVN whether in the country where the VAT would be payable, IHVN is exempt from such VAT at the source, or entitled to claim reimbursement thereof. If IHVN is exempt from VAT, this shall be indicated on the invoice, whereas if IHVN can claim reimbursement thereof, the Contractor agrees to list such charges on its invoices as a separate item and, to the extent required, cooperate with IHVN to enable reimbursement thereof.

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### **7.25 Title to Equipment**

Title to any equipment and supplies that may be furnished by IHVN shall remain with IHVN and any such equipment shall be returned to IHVN at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to IHVN, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate IHVN for equipment determined to be damaged or degraded beyond normal wear and tear.

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### **7.26 Insurance and Liabilities to Third Parties**

The Contractor shall provide and thereafter maintain:

- (i) Insurance against all risks in respect of its property and any equipment used for the execution of the Contract;
- (ii) All appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract; and

(iii) liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the performance of the work under the Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees, partners or sub-contractors performing work in connection with the Contract.

Except for the workmen's compensation insurance, the insurance policies under this section shall:

- a) Name IHVN as additional insured;
- b) Include a waiver of subrogation to the insurance carrier of the Contractor's rights against IHVN;
- c) Provide that IHVN shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage.

The Contractor shall, upon request, provide IHVN with satisfactory evidence of the insurance required under this section.

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## **7.27 Settlement of Disputes**

Any matter relating to the interpretation of the Contract which is not covered by its terms shall be resolved by reference to the law of Nigerian. Any dispute relating to the interpretation or application of the Contract shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

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## **7.28 Observance of Laws**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract.

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## **7.29 Authority to Modify**

No modification or change of the Contract, no waiver of any of its provisions or any additional contractual relationship of any kind shall be valid and enforceable unless signed by a duly authorized representative of both parties.

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## **7.30 Privileges and Immunities**

Nothing in or relating to the Contract shall:

- be deemed a waiver of any of the privileges and immunities of IHVN in conformity with the Convention on the Privileges and Immunities of the Institute.
- be construed as submitting IHVN to any national court jurisdiction.

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## **7.31 No Terrorism or Corruption**

The Contractor warrants that:

- (i) it is not and will not be involved in, or associated with, any person or entity involved in terrorism, that it will not make any payment to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity; and
- (ii) it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices in connection with execution of the Contract.



The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

Any payments used by the Contractor for the promotion of any terrorist activity or any illegal, corrupt, fraudulent, collusive or coercive practice shall be repaid to IHVN without delay.

## **8. PERSONNEL**

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### **8.1 Approval of Contractor Personnel**

IHVN reserves the right to approve any employee, subcontractor or agent furnished by the Contractor and Contractor's consortium partners for the performance of the work under the Contract (hereinafter jointly referred to as "Contractor Personnel"). All Contractor Personnel must have appropriate qualifications, skills, and levels of experience and otherwise be adequately trained to perform the work. IHVN reserves the right to undertake an interview process as part of the approval of Contractor Personnel.

The Contractor acknowledges that the qualifications, skills and experience of the Contractor Personnel proposed to be assigned to the project are material elements in IHVN's engaging the Contractor for the project. Therefore, in order to ensure timely and cohesive completion of the project, both parties intend that Personnel initially assigned to the project continue through to project completion. Once an individual has been approved and assigned to the project, such individual will not, in principle, thereafter be taken off the project by the Contractor, or reassigned by the Contractor to other duties. Circumstances may arise, however, which necessitate that Personnel be substituted in the course of the work, e.g. in the event of promotions, termination of employment, sickness, vacation or other similar circumstances, at which time a replacement with comparable qualifications, skills and experience may be assigned to the project, subject to approval of IHVN.

IHVN may refuse access to or require replacement of any Contractor Personnel if such individual renders, in the sole judgment of IHVN, inadequate or unacceptable performance, or if for any other reason IHVN finds that such individual does not meet his/her security or responsibility requirements. The Contractor shall replace such an individual within fifteen (15) business days of receipt of written notice from IHVN. The replacement will have the required qualifications, skills and experience and will be billed at a rate that is equal to or less than the rate of the individual being replaced.

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### **8.2 Project Managers**

Each party shall appoint a qualified project manager ("Project Manager") who shall serve as such party's primary liaison throughout the course of the project. The Project Manager shall be authorized by the respective party to answer all questions posed by the other party and convey all decisions made by such party during the course of the project and the other party shall be entitled to rely on such information as conveyed by the Project Manager.

The Project Managers shall meet on a monthly basis in order to review the status of the project and provide IHVN with reports. Such reports shall include detailed time distribution information in the form requested by IHVN and shall cover problems, meetings, progress and status against the implementation timetable.

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### **8.3 Foreign Nationals**

The Contractor shall verify that all Contractor Personnel is legally entitled to work in Nigeria or states where the work is to be carried out. IHVN reserves the right to request the Contractor to provide IHVN with adequate documentary evidence attesting this for each Contractor Personnel.

Each party hereby represents that it does not discriminate against individuals on the basis of race, gender, creed, national origin, citizenship.

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## **8.4 Compliance with IHVN's Policies**

The Contractor shall at all times comply with and ensure that the Contractor and each of its partners, subcontractors and their employees and agents comply with any applicable laws and regulations and with all IHVN policies and reasonable written directions and procedures relating to: (i) occupational health and safety, (ii) security and administrative requirements, including, but not limited to computer network security procedures, (iii) sexual harassment, (iv) privacy, (v) general business conduct and disclosure, (vi) conflicts of interest and (vii) business working hours and official holidays.

In the event that the Contractor becomes aware of any violation or potential violation by the Contractor, its partners, subcontractors or any of their employees or agents, of any laws, regulations, IHVN policies or other reasonable written directions and procedures, the Contractor shall immediately notify IHVN of such violation or potential violation. IHVN, in its sole discretion, shall determine the course of action to remedy such violation or prevent such potential violation, in addition to any other remedy available to IHVN under the Contract or otherwise.

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## **8.5 Ethical Behaviour**

IHVN, the Contractor and each of the Contractor's partners, subcontractors and their employees and agents shall adhere to the highest ethical standards in the performance of the Contract. In this regard, the Contractor shall also ensure that neither Contractor nor its partners, subcontractors, agents or employees will engage in activities involving child labour, trafficking in arms, promotion of tobacco or other unhealthy behaviour, or sexual exploitation.

By entering into the Contract, the Contractor acknowledges its acceptance of the Institute's Supplier Code of Conduct, and expressly agrees to adhere to the principles, and meet the standards, set forth therein.

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## **8.6 Engagement of Third Parties and use of In-house Resources**

The Contractor acknowledges that IHVN may elect to engage third parties to participate in or oversee certain aspects of the project and that IHVN may elect to use its in-house resources for the performance of certain aspects of the project. The Contractor shall at all times cooperate with and ensure that the Contractor and each of its partners, subcontractors and their employees and agents cooperate, in good faith, with such third parties and with any IHVN in-house resources.

9. Evaluation tools

9.1 Evaluation of the Technical Proposal – vendor Name\_\_\_\_\_

Preliminary screening criteria

S/N	PRESELECTION CRITERIA	Y	N
1	PROPOSALS SUBMITTED WITHIN DEADLINE		
2	PROPOSALS PRESENTED IN SEALED ENVELOPES		
3	REFERENCE NUMBER CORRECTLY INDICATED ON PROPOSAL		
4	FINANCIAL AND TECHNICAL PROPOSALS SUBMITTED SEPARATELY IN THE SEALED BIDS		
5	COMPLETENESS OF DOCUMENTS SUBMITTED		

- Shortlisted?

- Disqualified?

Summary of technical proposal		Score Weight	Points Obtainable	Bidders					
				A	B	C	D	E	Average
<b>A</b>	<b>Expertise of Firm submitting Proposal</b>	<b>40%</b>	<b>40</b>						
1.	Reputation of contractor (List of clients and financial statements in the last three years, letters of commendation from other companies)	5%							
2.	Experience on similar assignments (major assignments in the last 5 years and their value and samples of work done).	20%							
3.	Work undertaken for IHVN/major multilateral or bilateral organizations	5%							
4.	Ability of contractor to deliver task in line with time frame (Reliability)	10%							
<b>B</b>	<b>Proposed Work plan and approach</b>	<b>30%</b>	<b>30</b>						
5.	Understanding of assignment with the scope of work well defined (TOR)	10%							
6.	Appropriateness of conceptual framework adopted for the task	10%							
7.	Proposed work plan (sequence of activities and planning)	10%							
<b>C</b>	<b>Quality of personnel and suitability for the assignment</b>	<b>30%</b>	<b>30</b>						
8.	Personnel's qualification	10%							
9.	Personnel's professional experience in Shipping and logistics	10%							
10	Personnel training Experience	10%							
	<b>TOTAL</b>	<b>100%</b>	<b>100</b>						

	60% of overall score		60						
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## 9.2 Evaluation of the financial proposal (Least quotes approach) – All service Providers

TABLE

### 9.3 General Summary Scores

Summary of financial proposal		Points Obtainable	Bidders					
			X	Y	V	W	Z	comment
1.	Score of technical proposal	60%						
2.	Score of financial proposal	40%						
3.	Total score	100%						
4.	Ranking							
	Adjudication							

## 10. LIST OF ANNEXES

<b>Annex 1</b>	<b>Acknowledgment Form</b>
<b>Annex 2</b>	<b>Confidentiality Undertaking</b>
<b>Annex 3</b>	<b>Proposal Completeness Form</b>
<b>Annex 4</b>	<b>Questions from Bidders</b>
<b>Annex 5</b>	<b>Acceptance Form</b>
<b>Annex 6</b>	<b>Bidder Self-Declaration Form</b>

Request for Proposals: **2020/09/07**

**Annex 1: Acknowledgement Form**

Please check the appropriate box (see below) and email this acknowledgement form immediately upon receipt to:

Office INSTITUTE OF HUMAN VIROLOGY-NIGERIA

Attn: DEPUTY DIRECTOR SCM/PROCUREMENT

(Title)RFP FOR CLEARING

Bid Ref: **2020/09/07**

☐ **Intention To Submit A Proposal**

We hereby acknowledge receipt of the RFP. We have perused the document and advise that we intend to submit a proposal **on or before 29/09/2020 at 10:00 hours Nigerian time.**

☐ **Non-Intention To Submit A Proposal**

We hereby acknowledge receipt of the RFP. We have perused the document and advise that we do not intend to submit a proposal for the following reasons:

*(insert reason here)*

***Bidder's Contact Information is as follows:***

<b>Entity Name:</b>	
<b>Mailing Address:</b>	
<b>Name and Title of Duly authorized representative:</b>	
<b><i>Signature:</i></b>	
<b><i>Date:</i></b>	



**Annex 2: Confidentiality Undertaking**

1. The Institute of Human Virology-Nigeria (IHVN), acting through its SCM department, has access to certain information relating to its operations which it considers to be proprietary to itself or to entities collaborating with it (*hereinafter referred to as "the Information"*).
2. IHVN is willing to provide the Information to the Undersigned for the purpose of allowing the Undersigned to prepare a response to the Request for Proposal (RFP) for the clearing and forwarding of internationally procured supplies, provided that the Undersigned undertakes to treat the Information as confidential and proprietary, to use the Information only for the aforesaid Purpose and to disclose it only to persons who have a need to know for the Purpose and are bound by like obligations of confidentiality and non-use as are contained in this Undertaking.
3. The Undersigned undertakes to regard the Information as confidential and proprietary to IHVN or parties collaborating with IHVN, and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in paragraph 2 above, except that the Undersigned shall not be bound by any such obligations if the Undersigned is clearly able to demonstrate that the Information:
  - a) was known to the Undersigned prior to any disclosure by IHVN to the Undersigned; or
  - b) was in the public domain at the time of disclosure by IHVN; or
  - c) becomes part of the public domain through no fault of the Undersigned; or
  - d) becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality to IHVN.
4. At IHVN's request, the Undersigned shall promptly return any and all copies of the Information to IHVN.
5. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above mentioned RFP process.
6. Any dispute relating to the interpretation or application of this Undertaking shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

<b>Entity Name:</b>	
<b>Mailing Address:</b>	
<b>Name and Title of Duly authorized representative:</b>	
<b>Signature:</b>	
<b>Date:</b>	

**Annex 3: Proposal Completeness Form**

The enclosed Proposal is valid for \_\_\_\_\_ days from the date of this form.

Section	Requirement	Completed in full (Yes/No)
4.15.3	Information about bidder	
4.15.4	Proposed solution	
4.15.5	Approach/Methodologie	
4.15.6	Proposed Time line	
4.15.7	Financial proposal	

Agreed and accepted, in four (4) original copies on \_\_\_\_\_

<b>Entity Name:</b>	
<b>Mailing Address:</b>	
<b>Name and Title of Duly authorized representative:</b>	
<b><i>Signature:</i></b>	
<b><i>Date:</i></b>	

**Annex 4: Questions from Bidders**

No.	RFP Section reference	Question
1		
2		
3		
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Request for Proposals: 2020/09/07

**Annex 5: Acceptance Form**

The Undersigned, ....., confirms to have read, understood and accepted the terms of the \_\_ (Title) \_\_ Request for Proposals (RFP) No. 2020/09/07, and its accompanying documents. If selected by IHVN for the work, the Undersigned undertakes, on its own behalf and on behalf of its possible partners and contractors, to perform 2020/09/07 in accordance with the terms of this RFP and any corresponding contract between IHVN and the Undersigned, for the following sums:

Item	Cost (Indicate Currency)
<b><i>Recurring Costs</i></b>	
Graduated costs of transportation of goods from Lagos, Abuja to other cities	0.00
Agency fees for port activities	0.00
Total Other Costs (please state components)	0.00
<b>Total Proposed Recurring Cost</b>	<b>0.00</b>

The enclosed Proposal is valid for \_\_\_\_\_ days from the date of this form.

Agreed and accepted, in four (4) original copies on \_\_\_\_\_ **Date** \_\_\_\_\_

<b>Entity Name:</b>	
<b>Mailing Address:</b>	
<b>Name and Title of Duly authorized representative:</b>	
<b>Signature:</b>	
<b>Date:</b>	

**Annex 6: Self Declaration Form****Applicable to private and public companies**

<COMPANY> (the "Company") hereby declares to the Institute of Human Virology-Nigeria (IHVN) that:

- a. it is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning the foregoing matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b. it is solvent and in a position to continue doing business for the period stipulated in the contract after contract signature, if awarded a contract by IHVN;
- c. it or persons having powers of representation, decision making or control over the Company have not been convicted of an offence concerning their professional conduct by a final judgment;
- d. it or persons having powers of representation, decision making or control over the Company have not been the subject of a final judgment or of a final administrative decision for fraud, corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour, human trafficking or any other illegal activity;
- e. it is in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the national legislation or regulations of the country in which the Company is established;
- f. it is not subject to an administrative penalty for misrepresenting any information required as a condition of participation in a procurement procedure or failing to supply such information;
- g. it has declared to IHVN any circumstances that could give rise to a conflict of interest or potential conflict of interest in relation to the current procurement action;
- h. it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any direct or indirect benefit (financial or otherwise) arising from a procurement contract or the award thereof.

The Company understands that a false statement or failure to disclose any relevant information which may impact upon IHVN's decision to award a contract may result in the disqualification of the Company from the bidding exercise and/or the withdrawal of any offer of a contract with IHVN. Furthermore, in case a contract has already been awarded, IHVN shall be entitled to rescind the contract with immediate effect, in addition to any other remedies which IHVN may have by contract or by law.

<b>Entity Name:</b>	
<b>Mailing Address:</b>	
<b>Name and Title of Duly authorized representative:</b>	
<b><i>Signature:</i></b>	
<b><i>Date:</i></b>	

Location      Date

**SUBJECT: Bid Ref RFP 2020/09/07**

**Cover Letter (OPTIONAL):** *If technical units wish to use a cover letter when sending out the RFP document to potential bidders, they should use the template letter)*

Dear Prospective Bidder:

You are invited to submit a proposal for the above subject RFP for the Institute of Human Virology-Nigeria, IHVN, Department of **Supply Chain Management SCM** in accordance with the attached documents:

Documents and Annexes	Description
<b>Request For Proposal</b>	<b>Request For Proposal</b>
<b>Annex 1</b>	<b>Acknowledgment Form</b>
<b>Annex 2</b>	<b>Confidentiality Undertaking</b>
<b>Annex 3</b>	<b>Proposal Completeness Form</b>
<b>Annex 4</b>	<b>Questions from Bidders</b>
<b>Annex 5</b>	<b>Acceptance Form</b>
<b>Annex 6</b>	<b>Bidder Self-Declaration Form</b>
<b>Additional templates (Optional)</b>	Any additional template forms for submission by the bidders (created by the requesting unit as part of the proposal structure under section 4.15 of the RFP). Any such additional forms should be listed here by name and included in the RFP package in Excel format.
<b>Cover Letter (Optional)</b>	<b>Cover Letter (Optional)</b>

1) No later than **ten days**, the bidder shall complete and return by both email to IHVN:

- a) The enclosed RFP **2020/09/07** Acknowledgement.doc form signed as confirmation of the bidder's intention to submit a *bona fide* proposal and designate its representative to whom communications may be directed, including any addenda; and
  - b) The enclosed RFP **2020/09/07** Confidentiality.doc form signed.
- Email for submissions of acknowledgement: [bids@ihvnigeria.org](mailto:bids@ihvnigeria.org) (use subject: **Bid Ref 2020/09/07** )

2) A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify IHVN via email at the following address **no later than ten days from the date of publication**.

- Email for submissions of all queries: [bids@ihvnigeria.org](mailto:bids@ihvnigeria.org) (use subject: **Bid Ref 2020/09/07** )

The IHVN Supply Chain Management SCM will respond in writing (via email only) to any request for clarification of the RFP that it receives prior to the closing date of the proposal. A consolidated document of IHVN's response to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders who have received the RFP. Questions are to be submitted in the format "Paragraph Number - Question."

**3) Proposals must be received at IHVN at the address specified in section 4.8 Sealing and marking of proposals of the RFP no later than 29/09/2020 ,10:00 hours.**

4) IHVN will open the proposals in the presence of a Committee formed by IHVN - venue, date and time to be indicated to bidders. Each proposal will be opened during the session, each bidder will be announced and each Financial Proposal total cost will be read aloud.

5) At the discretion of IHVN, selected bidders may be invited to supply additional information on the contents of their proposal during the evaluation period. Such bidders will be asked to give a presentation of their proposal (possibly with an emphasis on a topic of IHVN's choice) followed by a question and answer session. The presentation will be held at IHVN office, or by videoconference/Internet, and will likely be conducted on a date to be communicated to bidders.

6) Evaluation of proposals and selection of a vendor will be performed in accordance with the Request for Proposal (RFP).

Yours sincerely,  
Ifeoma Opute,  
Deputy Director SCM/Procurement  
Institute of Human Virology-Nigeria.