



INSTITUTE OF HUMAN  
VIROLOGY, NIGERIA

## RFP FOR THIRD PARTY LOGISTIC SERVICES (SAMPLE MOVEMENT)

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*Request for Proposals (RFP)*

*Bid Reference 2024/05/10*

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## 1. INTRODUCTION

The Institute of Human Virology, Nigeria (IHVN) was established in 2004 as a local organization to address the HIV/AIDS crisis in Nigeria through the development of infrastructure for treatment, care, prevention, and support for people living with and that affected by HIV/AIDS but has now expanded its services to other infectious diseases of TB and malaria, including cancers. IHVN is structured to develop and maintain linkages with local and international organizations in collaborative ways that support the Government of Nigeria's health sector strategic plans. IHVN key technical and funding partners are the Centers for Disease Control and Prevention (CDC) and the Global Fund to Fight AIDS, Tuberculosis and Malaria.

IHVN is looking to contract with suitable contractors to carry out the following services: To facilitate seamless pick-up and delivery of **HIV and TB samples** within designated states. i.e. Kwara, Gombe, Ebonyi and Anambra states.

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### 1.1 Objective of the RFP

The Institute of Human Virology-Nigeria (IHVN) has received grants from Global Fund to implement the Global Fund Grant Cycle 7 award in Nigeria and intend to apply part of the grant to engage third party logistics service providers for the purpose of ***Movement of Samples for the Institute.***

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-** Movement of Samples in four states i.e. (Kwara, Gombe, Ebonyi and Anambra)

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**2.2 Objectives of the activity-** is to engage contractor that will facilitate movement of HIV and TB samples within Kwara, Gombe, Anambra and Ebonyi states.

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**2.3 Activity coordination-** This will be overseen by IHVN Director SCM/Procurement.

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### 3. REQUIREMENTS

#### 3.1 Characteristics of the provider

3.1.1 **Status**-The providers shall operate in the fields of logistics with proven expertise in sample movement.

#### 3.1.2 Accreditations

Compliance with the most international industry standards: ISO 9001, ISO 14001, OHSAS 18001 is also a requirement.

#### 3.1.3 Previous experience

- Previous work with IHVN, other international organizations or major institutions in the field of sample movement or distribution of health commodities is required.
- Experience on similar assignment: Documentary evidence of work indicating award of at least three contracts in the past five years.

#### 3.1.4 Logistical capacity

Capacity for assets or personnel available to carry, store or deliver samples.

S/N	SAMPLE MOVEMENT CAPACITY	LEAST REQUIRED CAPACITY
1	Transportation	Bike capacity:  (1) At least two motorcycle per LGA
2	Goods-in-Transit Security	Electronic monitoring systems for deliveries using GPS enabled devices (real time/location).
3	Goods-in-Transit Insurance	Minimum insurance cover for goods in transit at N10, 000,000.
4	Quality of personnel and suitability for the assignment	<ul style="list-style-type: none"> <li>• Personnel qualification: The key members of staff for sample movement i.e. logistics manager, dispatch manager and account manager must possess at least minimum of BSc. or its equivalent. While others like Admin officer, maintenance supervisor, I.T. Officers and finance officer etc. must also possess at least minimum of B.Sc. or its equivalent.</li> <li>• At least two Lab Scientist with a minimum of 5 years post qualification experience.</li> <li>• All riders in the pool of transportation fleet must possess valid rider's license authorizing them to ride the class of bike they are attached to and be duly insured with proofs of valid document of insurance and must possess at least school leaving certificate.</li> <li>• Personnel's professional experience for logistics (At least 10 years of hand on experience). While operational staffs must have a minimum of 5 years' experience. Personnel will be assessed based on evidence of</li> </ul>

		certificate of necessary education, training, technical knowledge, and experience in logistics functions.
5	Reporting	Ability to prepare and submit all logistics management reports on or before two weeks after the end of the month.

### 3.1.5 Staffing

The CV of key personnel including that of the Bike riders (Photocopies of rider's License), Lab Scientist who will supervise the sample movement should be provided. Personnel will be assessed based on the necessary education, training, technical knowledge, and experience in logistics functions.

### 3.2 Work to be performed.

The providers shall perform sample movement duties in four states on behalf of the Institute, as assigned and as directed by the Institute. In so doing, the following conditions shall apply:

1. **Efficient Sample Movement:** Facilitate the timely, secure, and cost-effective route distribution of HIV and TB samples within Kwara, Gombe, Anambra and Ebonyi states.
2. **Maintain Sample Integrity:** Implement measures to maintain sample integrity, ensuring proper storage conditions (temperature, humidity) and handling throughout the transportation process.
3. **Enhanced Visibility and Tracking:** Establish a robust tracking system to monitor the movement of samples in real-time, providing stakeholders with visibility into shipment progress and potential delays.
4. **Data Management and Reporting:** Implement a system for data collection and reporting on key metrics such as turnaround times, service disruptions, and adherence to SOPs.
5. **Compliance and Regulatory Adherence:** Ensure all activities conducted under this service comply with relevant local and national regulations governing the transportation of biological samples.
6. **Capacity Building:** Incorporate capacity-building initiatives for 3PL workforce to ensure proper sample handling and adherence to protocols.

#### 3.2.1 Key Performance Indicators (KPIs) for sample movement services:

A quarterly evaluation of movement performance is based on key performance Indicators described below:  
A quarterly evaluation of 3PL performance is based on key performance Indicators described below:

No.	Description	Core Indicator	Benchmark
1	Number of samples picked for delivery	Percentage of sample shipped to the PCR labs in respect to sample ready for pick-up.	100%
2	Number of samples delivered within the set timelines	samples delivered within the set timelines - (HIV and TB samples- 1 day for normal routine sample and maximum of 2 days for bulk shipment ).	100%
3	Number of samples delivered at the right temperature	sample shipped and delivered at the right temperature requirement (cold chain) for both HIV and TB.	100%
4	Damaged, spilt or spoilt samples on transit	Sample spoilt/damaged on transit - segregate reasons for damages.	0%
5	Missing sample on transit	% of missing samples on transit	0%
6	Samples rejected by PCR labs	% samples rejected by PCR lab – damaged or missing.	0%
7	Reports submission	Submission of weekly, monthly, and quarterly reports.	100%

8	Sample shipment condition.	Samples must be transported in (Transport box, cryogenic box, thermometer and vials), transported cold chain.	100%
10	Issue resolution	Resolution of operational issues within agreed timelines.	98%
11	Risk Management	Active mitigation, management and reporting of risks to IHVN	100%
12	Innovation	3PL demonstrate at least one innovative and creatives sample delivery solutions to increase performance across one or more KPI areas	95%

Achievement of targets will be used for evaluation of 3PLs performance for renewal of contracts at the end of the contract year.

- **Timeliness:** *Samples delivery to the laboratories or testing sites should not exceed 24 hours for routine sample movement and 48 hours for Bulk Samples movement from the pick-up day.*
- **Maintenance of cold chain system:** *The temperature of shipped samples/specimen should be within this range: 2°C- 8°C.*
- **Terms and Conditions:** *The 3PL has agreed to comply with and adhere to the Terms and Conditions and any other policies issued by IHVN related to this service. Violation of any of the Terms and Conditions stated herein or any other IHVN policies may result in termination of the contract.*

#### **PENALTIES FOR NON-ADHERENCE TO KPI'S**

##### **1. Timeliness:**

First Occurrence: Warning and a deduction of 5% from the monthly payment due after submission of invoice.

Subsequent Occurrences: Deduction of 10% of the monthly payment due after submission of an invoice for each violation.

##### **2. Maintenance of Cold Chain System:**

First Occurrence: Warning and a deduction of 7% from the monthly payment due after submission of invoice.

Subsequent Occurrences: Deduction of 12% from the monthly payment due after submission of an invoice for each violation.

##### **3. Achievement of Targets:**

Failure to Achieve Targets: Deduction of 15% from the monthly payment due after submission of invoice.

Consistent Failure over Multiple Evaluation Periods: Non-renewal of the contract.

##### **4. Compliance with Terms and Conditions and IHVN Policies:**

Violation of Terms and Conditions: Warning and a deduction of 5% from the monthly payment.

Repeated Violations: Termination of the contract with no further payments.

##### **5. Negligence and Damages:**

Cost of Damages due to Negligence: Full cost deduction from the monthly payment.

Repeated Incidents: Termination of the contract and possible legal action for compensation.

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



## 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 17<sup>th</sup> May 2024** the bidder shall complete and return by email to IHVN:

1. The RFP **2024/05/10** 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 **2024/05/10** Confidentiality form, attached hereto as Annex 2, signed.
  - Email for submissions of acknowledgement and confidentiality forms: [bids@ihvnigeria.org](mailto:bids@ihvnigeria.org)  
**NOTE: Official bid entries shall not be received through e-box as such submission will be disqualified.**

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### 4.3 Pre-bid Meeting

Vendors are invited to a virtual vendor pre-bid meeting scheduled for **24<sup>th</sup> May 2024** where vendors can make inquiries from IHVN to gather information useful in preparing a bid. Details of the virtual meeting will be communicated to vendors at close of business on the **23<sup>rd</sup> of May, 2024**.

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### 4.4 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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### 4.5 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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### 4.6 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. A signed MOU between the entities forming a consortium is required as the MOU shall indicate their individual

responsibilities towards the performance of the contract; but the lead organization is fully responsible of contractual agreement.

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#### 4.7 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 8 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. **2024/05/10**)-RFP FOR THIRD PARTY SERVICES (SAMPLE MOVEMENT).

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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#### 4.8 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 2024/05/10**)
- Signed Acceptance Form, attached hereto as Annex 5
- Flash drive containing electronic copy of proposal and supporting documents (clearly labelled with company name)

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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#### 4.9 Sealing and Marking of Proposals

Copies of the complete hard copies of technical and financial proposal to be submitted and marked separately in sealed envelopes must be sent via courier or hand delivered, in a **sealed** envelope or parcel marked: 'Bid for 3PL Services (Sample Movement)' to the following address:

- IHVN Campus, 6th Floor, Cadastral Zone COO Plot 62, after BAZE University, Off CITEC Road, Abuja-Nigeria.

**Bid Ref: 2024/05/10**  
**Attn: Procurement Unit**

All quotations must also be submitted as soft copies in Excel Format (Tables) and Word format (proposals) on separate flash drives. The flash drive should be passworded and the password should be contained in the sealed financial bid envelope. **Any quotation without soft copies (for technical and financial proposals) will not be evaluated.**

**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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#### **4.10 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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#### **4.11 Period of Validity of Proposals**

The offer outlined in the proposal must be valid for a minimum period of 90 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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#### **4.12 Closing Date for Submission of Proposals**

Proposals must be received at the above indicated address specified in section 4.8 no later than 30/05/2024 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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#### **4.13 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 4.15).

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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#### **4.14 Receipt of Proposals from Non-invitees**

IHVN will only consider submitted proposals at the expiration of the bid deadline.

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## 4.15 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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## 4.16 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.

### 4.16.1 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.

### 4.16.2 Executive Summary

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

### 4.16.3 Information about Bidders

Bidders should include the following information in their bids:

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
1.3	(1) <b>Audited financial statements</b> for the past three years i.e. 2021, 2022 & 2023 (2) CAC registration certificate (3) Tax clearance certificate in the last three years i.e. 2021, 2022 & 2023.
<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 NGN10,000,000 at risk (indicate particularly those by licensees or patent infringement)

Information about Bidders	
1.4.3	Pending <b>Criminal/Civil lawsuits</b>
1.5	<b>Relevant Contractual relationships</b>
1.5.1	<b>Relevant Contractual projects</b> (with other international agencies or contractors)
1.6	Proposed <b>sub-contractor</b> arrangements including <b>sub-contractor information</b> (as above for each sub-contractor)
2	<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)
2.1	<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)
<b>Technical Information:</b>	
2.1.6	List of motorcycles to be used as requested in section 3.1.4 above and copy of their proof of ownership and registration documents or MOU with the rightful owner on renting of equipment.
2.1.7	A copy of the Technical Sheets (Logbooks) for the bikes being proposed for this contract, where road worthiness is defined. Bidders are requested to submit a document or Certificate where these measures are documented and approved by a credible government agency.
2.1.8	Proof of first-generation fleet management systems ( <b>FMS</b> ) and greater fleet control system or other more advanced systems that can ensure adequate fleet management, bike tracking system, planning supply and demand, finance integration, reporting, better planning on demand, improves productivity, optimized processes, ensures transparency and visibility, ensures safety of commodities and enhanced security are acceptable as well.
2.1.9	A physical check of the operational fleet will be conducted prior to awarding the contract and occasionally at the time picking samples. The Institute reserves the right to reject any bike that it deems to be unfit for the transportation of samples. Riders who are assigned to the bike(s) should have a valid driving license authorizing the rider to ride a bike of such capacity or above.
2.1.10	Immediately upon accepting the samples, the Contractor shall assume responsibility for this samples and shall be liable for all losses and/or damages to the samples while in the custody of the Contractor.
2.1.11	

**4.16.4 Approach/Methodology-**Proposed solution should specifically identify and proffer solution to the challenges in sample movement efficiently.

**4.15.6 Proposed Timeline-** sample movement activity is a continuous process. However, specific sample should be transported within short working days of receipt necessary movement notification. There will also be some case scenarios where unplanned movement need will come up and such must be given expedited actions as relates to it.

#### 4.15.7 Financial Proposal- See attached Annex 7

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#### 4.17 Conduct and Exclusion of bidders

All bidders must adhere to the IHVN/GF Supplier Code of Conduct and Standard practice: [https://www.theglobalfund.org/media/3275/corporate\\_codeofconductforsuppliers\\_policy\\_en.pdf](https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf)

In addition, bidders 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.
- They will not, directly or indirectly, including through an agent or other intermediary, engage in corrupt, fraudulent, collusive, anti-competitive or coercive practices in bidding for, or performing, a Global Fund-financed contract or activity.

IHVN may decide to exclude bidders for other reasons.

## 5. OPENING AND EVALUATION OF PROPOSALS

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### 5.1 Opening of Proposals

IHVN will open the proposals in the presence of BID Committee formed by IHVN and any bidders that are present at the bid opening exercise. 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

IHVN 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

IHVN 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 in 4.16.3 above may be rejected. The preliminary examination shall be conducted in line with the preliminary criteria stated under section 9.1.

**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 the Bid committee. 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:

**Expertise of Firm submitting Proposal for Distribution:**

- Experience on similar assignments (at least 3 major assignments in the last 5 years).
- List and description with pictures capturing the number plate of proposed vehicles and motorcycles. Additional documents such as road worthiness certificates, motor/bike registration, proof of ownership or MOU with the rightful owner on renting of equipment and insurance must be included for all vehicles/motorcycles listed.
- Proof of fleet management systems (**FMS**) and greater fleet control system or other more advanced systems that can ensure adequate fleet management, vehicle/bike tracking system, planning supply and demand, finance integration, reporting, better planning on demand, improves productivity, optimized processes, ensures transparency and visibility, ensures safety of commodities and enhanced security are acceptable as well.
- Minimum insurance cover for goods in transit at N10,000,000. To cover loss of or damage to the **samples and fleet** caused by accident, theft, collision, fire or overturning whilst in transit by road, air, rail and inland motorways.

- Compliance with the most international industry standards: ISO 9001, ISO 14001, OHSAS 18001
- Work undertaken for IHVN/major multilateral or bilateral organizations.
- Ability of contractor to deliver task in line with time frame (Reliability). Attach proof of sample movement instruction tied to POD.
- Bidders must show evidence that they have a fleet of at least two delivery motorbikes per LGA.

**Proposed Work plan and approach for Sample movement:**

Submit proposal for sample movement systems to be deployed. This should include but not limited to:

- Electronic monitoring systems for deliveries using GPS enabled devices (real time/location).
- Vendors are to indicate how paper monitoring system are to avoid clerical errors in paperwork.
- Security systems to prevent loss of samples in transit.
- Vendors should describe how they would structure their invoicing for easy control and validation by the IHVN and its agents.
- Other protocols/SOP it intends to employ to ensure efficient management of distribution.

**Quality of personnel and suitability for the assignment**

- Personnel qualification: The key members of staff for sample movement i.e. logistics manager, dispatch manager and account manager must possess at least minimum of BSc. or its equivalent. While others like Admin officer, maintenance supervisor, I.T. Officers and finance officer etc. must also possess at least minimum of B.Sc. or its equivalent.
- There vendor must have proof of a certified Lab Scientist in its employ with a minimum of 10 years post qualification experience.
- All drivers/riders in the pool of transportation fleet must possess valid driver/rider's license authorizing them to drive the class of bike/vehicles they are attached to and be duly insured with proofs of valid document of insurance and must possess at least school leaving certificate.
- Personnel's professional experience for logistics (At least 10 years of hand on experience). While operational staffs must have minimum of 5 years' experience. Personnel will be assessed based on evidence of certificate of necessary education, training, technical knowledge and experience in logistics functions.
- Below are expected roles and responsibilities of key transportation/distribution personnel needed to support the execution of the contract:
  - Directing all sample movement activities
  - Planning routes and load scheduling for multi-drop deliveries.
  - Booking in deliveries and liaising with health facilities' contact persons.
  - Allocating and recording resources and movements on the transport planning system.
  - Follow up with all partners in the supply chain to ensure effective and efficient smooth operations.
  - Communicating effectively with IHVN and responding to all requirements.
- Working hours: flexibility is required to meet the needs of the business as working hours vary, with long hours and possibly shifts including weekends common.
- Location: 4 states of the country i.e. (Kwara, Gombe, Anambra and Ebonyi).
- Skills and qualities
  - Ability to appraise and use IT packages and electronic communication methods.
  - Tact, diplomacy and calmness, especially when dealing with tired health workers and disgruntled customers.
  - An analytic mind and good numeracy skills.
  - Excellent geographical knowledge.
  - Good people management and coordination skills.
  - Excellent negotiation and communication skills.
  - Extensive knowledge of the transportation industry.
  - Good intuition to make crucial judgment calls.



The number of points which can be obtained for each evaluation criterion is specified in section 9 below and indicates the relative significance or weight of the item in the overall evaluation process.

## **Technical Scoring and Weighting System: 100%**

### **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: Least Cost**

- Apart from hard copies, all quotations must also be submitted in Excel Format (Tables) and Word format (proposals) on a separate flash drive. Any quotation without soft copies (for technical and financial proposals) will not be evaluated. The flash drive should be passworded and the password should be contained in the sealed financial bid envelope.
- All quotations are inclusive of all associated costs for deliveries (loading and offloading, payment of levies etc.).
- Financial evaluation will be based on least cost.

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## **5.5 Bidders' Presentations**

IHVN 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 are expressly prohibited both before and after the closing date.

## **6. AWARD OF CONTRACT**

This contract shall be in force for a period of 2 years and can be further renewed based on satisfactory performance at the request of IHVN subject to availability of funds.

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### **6.1 Award Criteria and Conditions for Contract Finalization**

IHVN 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 IHVN'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.

IHVN 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.

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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 the next bidder. The initial winner of the bid at this point can no longer be referred to as the successful candidate of the bid.

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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;
- 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 4 states of Nigeria i.e. (Kwara, Gombe, Anambra and Ebonyi) as instructed by IHVN.

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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 IHVN 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		
6	Financial statements in the last three years (2021, 2022, & 2023)		
7	Letters of commendation from at least two companies confirming your track records in meeting up with agreed KPIs in your contract with them. Copies of such contract should be attached as part of your experience on similar assignments.		
8	Proof of Tax Certificate (2021, 2022, & 2023)		
9	Audited financial statements for the past three years i.e. 2021, 2022 & 2023.		
10	All bidders must provide proof of Certificate of Incorporation with the Corporate Affairs Commission (CAC), including Form CAC2 and CAC7.		
11	Company's profile with organogram detailing the structure of the organization.		
12	Letter of reference from a banking institution addressed to IHVN for the purpose of this bid.		
13	Current Sworn Affidavit certifying as follows: <ul style="list-style-type: none"> <li>I. The company is not in receivership, subject to any form of insolvency or bankruptcy proceedings or the subject of any form of winding up petition or proceedings.</li> <li>II. The company does not have any director who has been convicted by any court in Nigeria and any other country for criminal offences in relation to fraud or financial impropriety or criminal misrepresentation or falsification of facts relating to any matter.</li> <li>III. That no officer of IHVN is a former or present director or shareholder of the company or has any pecuniary interest in the bidder.</li> </ul>		

	IV. That all information presented in the documents is true and correct in all particulars.		
14	All bidders must indicate their bid validity period. The bid validity period will be 90 days, starting from the date of the deadline for submission of the bids.		
15	All bidders must submit a bid security in the value of NGN 2,500,000.00 only.		

- **Shortlisted?**

- **Disqualified?**

**Technical proposal Requirements for Sample Movement:**

Summary of technical proposal for Distribution		Score Weight	Bidders					Average
			A	B	C	D	E	
	<b>Expertise of Firm submitting Proposal</b>	<b>100%</b>						
1	Experience on similar assignment: Documentary evidence of work indicating award of at least three contracts in the past five years.	15%						
2	Accreditation or an on-going accreditation of 3PL's ISO 9001.	10%						
3	List and description capturing the number plate of proposed vehicles and motor bikes to show that they have at least 2 dispatch riders per LGAs. Additional documents such as road worthiness certificates, vehicle registration papers, proof of ownership or MOU with the rightful owner on renting of equipment and insurance coverage must be included for all vehicles listed.  In addition to above mentioned documents, bidders must show a colored brochure as additional evidence of the capacity of their motorcycles and vehicles.	10%						
4	Adequate first-generation fleet management systems ( <b>FMS</b> ) and greater fleet control system or other more advanced systems that can ensure adequate fleet management, vehicle/bike tracking system, planning supply and demand, finance integration, reporting, better planning on demand, improves productivity, optimized processes, ensures transparency and visibility, ensures safety of commodities and enhanced security are acceptable as well.	5%						

5	Work undertaken for IHVN/major multilateral or bilateral organizations. Verifiable evidence of presence or work experience in minimum of five states in Nigeria.	10%						
6	Minimum insurance cover for goods in transit at N10, 000,000. To cover loss of or damage to the 3PL assets i.e. Bikes caused by accident, theft, fire or overturning whilst in transit by road,.	10%						
	<b>Proposed Work plan and approach:</b>							
7	Submit proposal for sample movement system to be deployed this should include but not limited to: <ul style="list-style-type: none"> <li>➤ Electronic monitoring systems for deliveries using GPS enabled devices (real time/location).</li> <li>➤ Vendors are to indicate paper monitoring system to avoid clerical errors in paperwork.</li> <li>➤ Security systems to prevent loss of samples in transit.</li> <li>➤ Vendors should describe how they would structure their invoicing for easy control and validation by the IHVN and its agents.</li> </ul> (e) Other protocols/SOP it intends to employ to ensure efficient management of distribution.	20%						
	<b>Quality of personnel and suitability for the assignment:</b>							
8	Personnel qualification: The key members of staff for distribution i.e. logistics manager, dispatch manager and account manager must possess at least minimum of BSc. or its equivalent. While others like Admin officer, maintenance supervisor, I.T. Officers and finance officer etc. must also possess at least minimum of B.Sc. or its equivalent. At least two certified Lab Scientist with a minimum of 10 years post qualification experience. All drivers in the pool of transportation fleet must possess valid driver or rider's license authorizing them to drive or ride the class of truck/bike they are attached to and be duly insured with proofs of valid document of insurance and must possess at least school leaving certificate. Personnel's professional experience in logistics (At least 10 years of hand on experience). While operational staffs must also have minimum of 5 years' experience. Personnel will be assessed based on evidence of certificate of necessary education, training, technical knowledge and experience in logistics functions.	20%						
	<b>TOTAL</b>	<b>100%</b>						
	<b>Minimum Acceptable Score</b>	<b>70%</b>						

**9.2 Evaluation of the financial proposal (Least quotes approach) – All service Providers**

- Apart from hard copies, all quotations must also be submitted in Excel Format (Tables) and Word format (proposals) on a separate flash drive. Any quotation without soft copies (for technical and financial proposals) will not be evaluated. The flash drive should be passworded and the password shall be contained in the sealed financial bid envelope.
- All quotations are inclusive of all associated costs for deliveries (loading and offloading, payment of levies etc.).
- The financial evaluation will be based on least cost per state.

**TABLE**

**9.3 General Summary Scores**

Summary of financial proposal		Points Obtainable	Bidders					comment
			X	Y	V	W	Z	
1.	Score of technical proposal	100%						
2.	Financial proposal	Least Cost						
<b>Adjudication</b>								

## 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>
<b>Annex 7</b>	<b>BOQ_ Sample Movement Rates</b>

Request for Proposals: **2024/05/10**

**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: DIRECTOR SCM/PROCUREMENT

(Title)RFP FOR THIRD PARTY LOGISTICS SERVICES (SAMPLE MOVEMENT)

Bid Ref: **2024/05/10**

**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 30/05/2024 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>Signature:</b>	
<b>Date:</b>	



**Request for Proposals: 2024/05/10**

**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 third party logistic services, 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>	

Request for Proposals: 2024/05/10

**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/Methodologies	
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>Signature:</b>	
<b>Date:</b>	

**Annex 4: Questions from Bidders**

No.	RFP Section reference	Question
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Request for Proposals: **2024/05/10**

**Annex 5: Acceptance Form**

The Undersigned, ....., confirms to have read, understood and accepted the terms of the \_\_ (Title) \_\_ Request for Proposals (RFP) No. **2024/05/10**, 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 **2024/05/10** 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>Recurring Costs</b>	
Graduated costs of transportation of samples from health facilities to state	0.00
Total Other Costs (please state components)	0.00
<b>Total Proposed Recurring Cost</b>	<b>0.00</b>

**Note: Bidders should fill only role related to the services proposed i.e. sample movement.**

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>Signature:</b>	
<b>Date:</b>	

Location

Date

**SUBJECT: Bid Ref RFP 2024/05/10**

**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 **2024/05/10** 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 **2024/05/10** Confidentiality.doc form signed.
  - Email for submissions of acknowledgement: [bids@ihvnigeria.org](mailto:bids@ihvnigeria.org) (use subject: **Bid Ref 2024/05/10** )

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 seven days from the date of publication (10<sup>th</sup> May, 2024).**

- Email for submissions of all queries: [bids@ihvnigeria.org](mailto:bids@ihvnigeria.org) (use subject: **Bid Ref 2024/05/10** )

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 30/05/2024 ,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,  
Director SCM/Procurement  
Institute of Human Virology-Nigeria.