



REQUEST FOR PROPOSALS (RFP)

**XXXX SERVICES FOR NIGERIA SOVEREIGN
INVESTMENT AUTHORITY (NSIA)**

[Month] 2025

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1. DISCLAIMER

The information contained in this Request for Proposals ("RFP") or documents subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Nigeria Sovereign Investment Authority ("NSIA") or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by NSIA to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the preparation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by NSIA in relation to the Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for NSIA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

NSIA, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

NSIA also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

NSIA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that NSIA is bound to select an Applicant or to appoint the Selected Applicant for the Contract and NSIA reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicants shall bear all costs associated with or relating to the preparation and submission of Proposals including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NSIA, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and NSIA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

2. INTRODUCTION

2.1 Background

2.1.1 About Nigeria Sovereign Investment Authority:

Nigeria Sovereign Investment Authority is an investment institution established by the NSIA (Establishment, Etc) Act 2011 and co-owned by all the federating units of Nigeria. The Authority was established to achieve three broad mandates, which essentially are to:

- (a) build a savings base for the Nigerian people
- (b) enhance the development of Nigerian infrastructure, and
- (c) provide stabilization support in times of economic stress.

These mandates are to be achieved through the management and investment of three statutorily fixed and ring-fenced funds, via the Nigeria Infrastructure Fund, the Future Generations Fund, and the Stabilization Fund.

2.1.2 Project Overview

XXX

2.2 Competent Service Provider Firm and Scope

NSIA seeks to engage the services of a reputable firm that provides XXX services.

2.3 Request for Proposals

- 2.3.1 Qualified and interested companies are invited to submit a specific technical and financial proposal to serve as the XXXX

2.4 Submission of Proposals

- 2.4.1 The applicant shall submit the proposals in electronic form with all pages numbered serially and by giving an index of submissions.
- 2.4.2 The proposals shall be submitted in two parts: Technical and Financial should follow the forms provided in Appendix 1 and 2.
- 2.4.3 Please submit 1 soft PDF copy each for the Technical and Financial proposals respectively. **The Technical proposal should contain no cost for the assignment whatsoever and the Financial proposal PDFs only should be encrypted with a password.** The password for the encrypted file will be requested for at the respective dates for the opening of the financial proposal.
- 2.4.4 Please note that both proposals should be sent **no later than 2pm (WAT) on XXXX** which will be received on the Procurement Vendor Management System (PVMS) (“**Proposal Due Date**”).
- 2.4.5 In cases where vendors experience technical difficulties while attempting to submit proposals on the PVMS, they must notify the Procurement Unit via email at procurement@nsia.com.ng prior to the submission deadline.

2.5 Opening of Proposals

- 2.5.1 Please note that there will be a virtual technical bid opening session scheduled after the submission deadline. Firms who submit their proposals would receive the

zoom link for the session. It is worth noting that the financial proposal containing the detailed price offer will not be opened until the technical evaluation has been completed and the result approved.

2.6 Description of Evaluation

- 2.6.1. The technical evaluation will be completed prior to any financial proposals being opened. The technical proposals will be evaluated using the following criteria:
- a. The Firm's relevant experience for the assignment.
 - b. The quality of the methodology proposed.
 - c. The qualification and relevant experience of the consultants and key staff proposed for the assignment.
 - d. The adequacy of the proposed implementation in response to the TOR.
 - e. Sustainability and ESG considerations.

2.7 Deciding Award of Contract

- 2.7.1 Quality and competence of the consulting service shall be considered as the paramount requirement. The decision of the award of the contract would be as follows:
- a. Only Technical Proposals scoring not less than 70% of the total points will be considered for financial evaluation or any other mark as agreed by Bid Evaluation Committee.
 - b. The Evaluation Committee of NSIA will determine whether the Financial Proposals are complete (i.e., all items of the corresponding Technical Proposals have been duly costed), if not NSIA will cost them and add their cost to the initial price and correct any computational errors. The evaluation shall exclude local taxes.
 - c. The lowest Financial Proposal (F_m) will be given a financial score of 100 points. The Financial Score (S_f) of the other Financial Proposals (F) will be computed as $S_f = 100 \times F_m/F$ in which S_f is the Financial Score, F_m is the lowest price and F the price of proposal under consideration. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the minimum weight ($T=0.70$ & $P=0.30$) $S = S_t \times T + S_f \times P$. The Firm achieving the highest combined technical/financial score will be invited for negotiations.
 - d. During negotiations, the selected Firm must be prepared to furnish the detailed cost breakdown and other clarifications to the proposals submitted, as may be required to adjudge the reasonableness of the proposed price.
 - e. Negotiations will commence with a discussion of your technical proposal, the proposed methodology (work plan), staffing and any suggestions you may have made to improve the TORs, the staffing and staff months, logistics and reporting. Special attention will be paid to optimization of the required outputs

from the Firm and to define clearly the inputs required from NSIA to ensure satisfactory implementation of the assignment.

- f. Having selected the Firm, among other things, based on evaluation of proposed and key professional staff, NSIA expects to negotiate a contract based on these staff named in the proposal and, prior to contract negotiations, will require assurance that these staff will be available. NSIA will not consider substitutions during contracts negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.
- g. The negotiations will be concluded with a review of the draft form of contract. NSIA and the Firm will finalize the contract to conclude negotiations. If the negotiation with the Firm is successful, the award will be made to the Firm and all other Firms will be notified. If negotiations fail, and if it is concluded that a contract with reasonable terms cannot be concluded with this Firm, the firm with the second highest aggregated score (Technical and Financial) will be invited for negotiations. This process will be repeated until an agreed contract is concluded.

2.8 Important Notices

- 2.8.1. Detailed instructions are provided in the next section, Supplementary Information to Applicants. Please read the instructions very carefully as any application that does not comply with the instructions will not be considered.
- 2.8.2. Please note that NSIA is not bound to select any of the firm's submitting proposals. Further, as quality is the principal selection criterion, NSIA does not bind itself in any way to select the firm offering the lowest price.
- 2.8.3. Please note that NSIA reserves the right to include an additional level of evaluation, if necessary, which may involve a presentation or demonstration to ensure that technically qualified firms are aligned with our expectations.
- 2.8.4. You are requested to hold your proposal valid for 90 days from the date of submission without change to the personnel proposed for the assignment and your proposed price. NSIA will make it best effort to select a firm within this period.
- 2.8.5. Please note that the cost of preparing a proposal and of negotiating a contract including visits to Abuja, if any, is not reimbursable as a direct cost of the assignment.
- 2.8.6. Assuming the contract can be satisfactorily concluded within 2 weeks, you will be expected to commence the Assignment in XXX 2025.
- 2.8.7. Please note that if you consider that your firm does not have all the expertise for the assignment, there is no objection to your firm associating with another firm to enable a full range of expertise to be presented. In this case, please provide us with the Joint Venture agreement (JV).
- 2.8.8. Please note that the remuneration, which you receive from the contract, will be subject to normal tax liability in Nigeria. Kindly contact the concerned tax authorities for further information in this regard if required.

3. TERMS OF REFERENCE

3.1 Objective of the Assignment

XXXX

3.2 Scope of Work

XXXX

3.3 Time Frame

It is envisaged that this Assignment will span a period of XXX months.

3.4 Contacts

Day-to-day reporting arrangements for the services after commencement/engagement under these ToR ONLY are summarized below.

Client: Nigeria Sovereign Investment Authority
Contact persons: XXXX XXXX@nsia.com.ng

Alternate contacts: XXXX XXXX@nsia.com.ng

All inquiries and requests for information regarding this RFP must be submitted on the live chat on the **Procurement Vendor Management System (PVMS) 7 Days** (i.e. **Thursday 31st July 2025**) prior to the Proposal Due Date.

4. SUPPLEMENTARY INFORMATION FOR APPLICANTS

A. GENERAL PROPOSAL INFORMATION

4.1 Scope of Proposal

- 4.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this service are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the service, it may participate in the Selection Process either individually (the "Sole Firm") or as lead member of a consortium of firms (the "Lead Member") in response to this invitation. The term applicant (the "Applicant") means the Sole Firm or the Lead Member, as the case may be. The way the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 4.1.2 Applicants are advised that the selection of the Firm shall be based on an evaluation by NSIA through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NSIA's decisions are without any right of appeal whatsoever.
- 4.1.3. An Applicant shall submit its Proposal in the form and manner specified in this part of the RFP. The Technical proposal shall be submitted in the forms set out in Appendix I. The Financial Proposal shall be submitted in the form at Appendix II. Upon selection, the Applicant shall be required to enter into an agreement with NSIA.

4.2 Cost of Proposal

The Applicants shall be responsible for all the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to NSIA, Project site etc. NSIA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

4.3 Acknowledgement by Applicant

- 4.3.1 It shall be deemed that by submitting the Proposal, the Applicant has:
- a. made a complete and careful examination of the RFP.
 - b. received all relevant information requested from NSIA.
 - c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of NSIA.
 - d. satisfied itself about all matters, things and information, including matters necessary and required for submitting an informed application and performance of all of its obligations thereunder.
 - e. agreed to be bound by the undertaking provided by it under and in terms hereof.
- 4.3.2 NSIA shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by NSIA.

4.4 Right to Reject Any or All Proposals

- 4.4.1 Notwithstanding anything contained in this RFP, NSIA reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reason, therefore.

4.5 Clarifications

- 4.5.1 Applicants requiring any clarification on the RFP may send their queries to NSIA in writing on the live chat on the **Procurement Vendor Management System (PVMS) 10 Days** prior to the Proposal Due Date.
- 4.5.2. NSIA shall endeavor to respond to the queries within the period specified therein but no later than 5 (five) business days prior to the date specified for submission of Proposals. The responses will be sent by e-mail. NSIA responses will also be circulated to all Applicants who have received the RFP document without identifying the source of queries.
- 4.5.3. NSIA reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 4.5 shall be construed as obliging NSIA to respond to any question or to provide any clarification.

4.6 Amendment of RFP

- 4.6.1 At any time prior to the deadline for submission of Proposal, NSIA may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and conveying the same to the prospective Applicants (who have received the RFP document) by e-mail.
- 4.6.2. All such amendments will be notified through e-mail to all Applicants who have received the RFP document along with the revised RFP containing the amendments and will be binding on all Applicants.
- 4.6.3. In order to afford the Applicants a reasonable time for considering an amendment, or for any other reason, NSIA may, in its sole discretion, extend the closing date for submission of proposals.

B. PREPARATION AND SUBMISSION OF PROPOSAL

4.7 Language

The Proposal with all the enclosed documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for.

4.8 Format and Signing of Proposal

- 4.8.1. The Applicant shall provide all the information sought under this RFP. NSIA will evaluate only those Proposals that are received in the specified forms and complete in all respects.

4.8.2. The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. The person signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

- a. by the proprietor, in case of a proprietary firm; or
- b. by a partner, in case of a partnership firm and/or a limited liability partnership; or
- c. by the authorized representative of the Lead Member and one other member, in case of consortium.

4.8.3. Applicants should note the Proposal Due Date, as specified in Clause 2.4.4, for submission of Proposals. Except as specifically provided in this RFP, NSIA will entertain no supplementary material, and that evaluation will be carried out only based on Documents received by the closing time of Proposal Due Date. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

4.9 Technical Proposal

4.9.1. Applicants shall submit the technical proposal in the formats in Appendix I (the "Technical Proposal").

4.9.2. The Technical Proposal shall contain:

- a. Technical Form Declaration given in form F-1
- b. A brief description of the firm/organization and an outline of recent experience on assignments/projects of similar nature executed during the last 5 years in the format given in Form F-2.
- c. Any comments or suggestions on the terms of reference (TOR) and on counterpart staff and facilities to be provided by the client, in form F-3.
- d. A description of the manner in which the firm would plan to execute the work, work plan time schedule in Form F-4 and approach or methodology proposed for carrying out the required work.

4.9.3. While submitting the Technical Proposal, the Applicant shall ensure that:

- a. All forms are submitted in the prescribed formats and signed by the prescribed signatories.
- b. The proposal is responsive in terms of Clause 4.16 (Confidentiality)

4.9.4. Failure to comply with the requirements spelt out in this Clause 4.10 (Financial Proposal) shall make the Proposal liable to be rejected.

4.9.5. If an individual Key Personnel makes a false averment regarding his qualification, experience, or other particulars, he shall be liable to be barred for any future assignment of NSIA for a period of 3 (three) years. The award of this Contract to the Applicant may also be liable to cancellation in such an event.

4.9.6. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

- 4.9.7. An Applicant may, from time to time, if it considers necessary, propose suitable Sub- Firms in specific areas of expertise (where applicable). The Applicant should submit credentials of such Sub-Firms. A Sub-Firm, however, shall not be a substitute for the Applicant. Upon acceptance of the proposed Sub-Firm by NSIA, such Sub Firm shall be deemed an Associate with the Applicant.
- 4.9.8. NSIA reserves the right to verify all statements, information, and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by NSIA to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of NSIA thereunder.
- 4.9.9. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Firm either by issue of an Engagement Letter or entering into of the Agreement, and if the Selected Applicant has already been issued the Engagement Letter or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by NSIA without NSIA being liable in any manner whatsoever to the Selected Applicant or Firm, as the case may be.
- 4.9.10. In such an event, the Firm shall forfeit any fees that might have accrued under the Engagement to NSIA, without prejudice to any other right or remedy that may be available to NSIA.

4.10 Financial Proposal

- 4.10.1. Applicants shall submit the financial proposal in the formats at Appendix II (the "Financial Proposal") which shall include the Schedule of Price Bid in Form F-5.
- 4.10.2. The Financial Proposal shall clearly indicate the total cost of the Contract in both figures and words, in Naira, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 4.10.3. While submitting the Financial Proposal, the Applicant shall ensure:
- a. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel and estimated expenses including accommodation, airfare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - b. The Financial Proposal shall exclude Value Added Tax. For the avoidance of doubt, it is clarified that NSIA is exempted from VAT. All payments to any

selected Firms shall however be subject to deduction of taxes at source as per Applicable Laws.

c. Costs (including breakdown of costs) shall be expressed in Naira.

4.11 Submission of Proposal

4.11.1. The email containing the proposals will contain two separate attachments; one document clearly titled 'Technical Proposal' and the other clearly titled 'Financial Proposal'.

4.11.2. The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

4.11.3. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate pages and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

4.11.4. The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Firm under the Agreement.

4.12 Proposal Due Date

4.12.1. Proposal should be submitted at or before **2:00pm (WAT)** on the Proposal Due Date at the address specified in Clause 2.4.4 in the manner and form as detailed in this RFP. An acknowledgment of receipt thereof should be obtained from the recipient.

4.12.2. NSIA may, at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 4.6 uniformly for all Applicants.

4.13 Late Proposals

4.13.1. Proposals received by NSIA after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

4.14 Modification/ Substitution/ Withdrawal of Proposals

4.14.1. The Applicant may modify, substitute, or withdraw its Proposal after submission, if NSIA receives written notice of the modification, substitution, or withdrawal prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

4.14.2. The modification, substitution, or withdrawal notice shall be prepared and marked in accordance with this Clause 4.14, with the email subject clearly stating "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

4.14.3. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless NSIA has expressly sought for the same, shall be disregarded.

C. EVALUATION PROCESS

4.15 Evaluation of Proposals

- 4.15.1 The "Technical Proposal" shall be opened first. The "Financial Proposal" shall be kept passworded for opening later.
- 4.15.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 4.14 shall not be opened.
- 4.15.3. Prior to evaluation of Proposals, NSIA will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- a. The Technical Proposal is received in the form specified at Appendix-I;
 - b. It is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.4.4;
 - c. It contains all the information (complete in all respects) as requested in this RFP;
 - d. It does not contain any condition or qualification; and
 - e. It is not non-responsive in terms hereof.
- 4.15.4 NSIA reserves the right to reject any Proposal, which is nonresponsive, and no request for alteration, modification, substitution or withdrawal shall be entertained by NSIA in respect of such Proposals.
- 4.15.5 NSIA shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 2.6 of this RFP.
- 4.15.6 After the technical evaluation, NSIA shall prepare a list of prequalified Applicants for opening of their Financial Proposals. A date, time and venue will be communicated to all Applicants that passed the technical evaluation for opening of Financial Proposals.
- 4.15.7 NSIA will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clause 2.6 of this RFP.
- 4.15.8. Applicants are advised that Selection shall be entirely at the discretion of NSIA. Applicants shall be deemed to have understood and agreed that NSIA shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 4.15.9. Any information contained in the Proposal shall not in any way be construed as binding on NSIA, its agents, successors or assigns, but shall be binding against the Applicant if the Contract is subsequently awarded to it.

4.16 Confidentiality

- 4.16.1. Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising NSIA in relation to matters arising out of or concerning the Selection Process. NSIA shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. NSIA may not divulge any such

information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or NSIA or as may be required by law or in connection with any legal process.

4.17 Clarifications

4.17.1. To facilitate evaluation of Proposals, NSIA may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by NSIA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

4.17.2. If an Applicant does not provide clarifications sought under Clause 4.17.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, NSIA may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of NSIA.

D. APPOINTMENT OF FIRM

4.18 Negotiations

The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally be for reducing the price of the Proposal or re-confirming the obligations of the Firm under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. In case the Selected Applicant fails to reconfirm its commitment, NSIA reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

4.19 Award of Firm Assignment

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by NSIA to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, NSIA may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest-ranking Applicant may be considered.

4.20 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Engagement Letter within the period prescribed in Clause 2.8.5. The Selected Applicant shall not be entitled to seek any deviation in the Engagement Letter.

4.21 Commencement of Assignment

The Firm shall commence the Contract within seven days of the date of the Engagement Letter, or such other date as may be mutually agreed. If the Firm fails to either sign the Engagement Letter as specified in Clause 4.21 or commence the assignment as specified herein, NSIA may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Engagement Letter, as the case may be, may be cancelled/ terminated.

4.22 Proprietary Data

Subject to the provisions of Clause 4.16 all documents and other information provided by NSIA or submitted by an Applicant to NSIA shall remain or become the property of NSIA. Applicants and the Firm are to treat all information as strictly confidential. NSIA will not return any Proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Firm to NSIA in relation to the Contract shall be the property of NSIA.

4.23 Fraud and Corrupt Practices

4.23 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, NSIA shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process.

4.23.2. Without prejudice to the rights and remedies which NSIA may have under the Engagement Letter, if any has been issued to an Applicant, if an Applicant or an Applicant's personnel involved in the selection person, as the case may be, is found by NSIA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Engagement Letter, such Applicant and/or its personnel shall not be eligible to participate in any tender or RFP issued by NSIA during a period of 4 (four) years from the date such Applicant or personnel, as the case may be, is found by NSIA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.23.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NSIA who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NSIA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Engagement Letter or after the execution of any agreement, as the case may be, any person in respect of any matter relating to the Project or the Engagement Letter, who at any time has been or is a legal, financial or technical firm/ adviser of NSIA in relation to any matter concerning the Project;

- b. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by NSIA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.24 Governing Law

The Selection Process shall be governed by, and construed in accordance with, the laws of Federal Republic of Nigeria.

4.25 Dispute Resolution

4.25.1 If any such dispute arises howsoever in relation to the Selection Process, the dispute, shall be

- (a) Any dispute which cannot be resolved amicably between the parties within ten (10) Business Days shall be finally resolved by arbitration in accordance with the Arbitration and Mediation Act, 2023 (or any statutory re-enactment or modification thereof) and the rules made thereunder.
- (b) The seat (or legal place) of arbitration shall be Abuja, Nigeria.
- (c) The arbitral tribunal shall consist of three (3) arbitrators. The claimant shall nominate one arbitrator, and the respondent shall nominate one arbitrator within ten (10) Business Days of receipt of notice of appointment of the claimant's arbitrator. If the respondent fails to nominate an arbitrator within such period, the claimant may request the President (for the time being) of the Nigerian Institute of Chartered Arbitrators (whose decision shall be final and binding) to nominate an arbitrator on behalf of the respondent. The two co-arbitrators shall jointly nominate the third arbitrator, who shall act as chairperson of the arbitral tribunal; provided that, if the chairperson is not nominated within twenty (20) Business Days of the deadline for service of the response, the chairperson shall be appointed by the President (for the time being) of the Nigerian Institute of Chartered Arbitrators.
- (d) The language of the arbitration shall be English.
- (e) The arbitral award shall be final and binding on the parties. Each party shall bear its own costs and expenses of the arbitral proceedings, but the costs and expenses of the arbitration (including the fees of the arbitrators and administrative costs) shall be borne by the unsuccessful party unless otherwise determined in the arbitral award.

4.26 No Waiver (NSIA Immunity)

Applicants acknowledge and agree that NSIA reserves its sovereign immunity and that of the Federal Republic of Nigeria to the fullest extent allowed by applicable law. For so long and to the extent the NSIA has sovereign immunity, nothing in or relating to this RFP shall be deemed to be, or shall constitute, a waiver of any of the privileges and immunities of the NSIA, or of the Federal Republic of Nigeria, including, without limitation, immunities from execution or taxation and the archives of NSIA remain inviolable.

4.27 General

- 4.27.1. NSIA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Applicant in order to receive clarification or further information.
 - c. retain any information and/or evidence submitted to NSIA by, on behalf of and/or in relation to any Applicant; and/or independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 4.27.2. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases NSIA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 4.27.3. All documents and other information supplied by NSIA or submitted by an Applicant shall remain or become, as the case may be, the property of NSIA. NSIA will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 4.27.4 NSIA reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Appendix I
Technical Forms

FORM F-1: Declaration

From

Sir:

XXXX SERVICES FOR NSIA

I/we _____ firm/organization herewith enclose Technical and Financial for selection of my/our firm as the firm for _____.

We undertake that in competing for (and if the award is made to us, in executing) the above contact, we will strictly observe the laws against fraud and corruption in force in Nigeria.

Yours faithfully,

Signature:

Full name:

And address

FORM F-2: ASSIGNMENT OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

1. Brief Description of the Firm/Organization:
2. Outline of recent experience on assignment of similar nature during the last 5 years.

S/N	Name of assignment	Name	Owner Sponsoring	Cost of assignment	Date of commencement	Date of Completion	Was assignment satisfactorily completed (Y/N)
1	2	3	4	5	6	7	8

Note: Please attach certificates from the employer by way of documentary proof.

FORM F-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

A. ON THE TERMS OF REFERENCE

[Present and justify here any modifications or improvements to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding others, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your proposal.]

FORM F-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

c) Organization and Personnel. In this chapter you should propose the structure and composition of your team with their respective expertise. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. You shall also specify if you will be the lead firm in a joint venture or in an association and/or with Sub-Consultants. For joint ventures and associations, you must attach a copy of the relevant agreement.]

1. **APPENDIX 2: FINANCIAL FORMS**

F – 5: Cost Estimate of Services, List of Personnel and Schedule of Rates

1) **Remuneration of Staff**

S/N	Name	Rate (Per month/day in currency)	Time Spent (Number of month / day)	Total (Currency)

Sub- Total (1)

2) **Reimbursable**

S/N	Description	Rate	Days	Total
a.	Travel			
b.	Local Transportation			
c.	Others (give details)			

Sub – Total (2)

TOTAL COST:

Note: Reimbursables incurred require prior approval from the NSIA User Group and reimbursed at cost with supporting documents/ receipts.