

FEDERAL MINISTRY OF JUSTICE,

REQUEST FOR EXPRESSION OF INTEREST FROM QUALIFIED NON GOVERNMENTAL ORGANISATIONS (NGOs) AND CIVIL SOCIETY ORGANISATIONS (CSOs) FOR THE IMPLEMENTATION AND MONITORING OF SPECIFIC AGREEMENT BETWEEN THE FEDERAL REPUBLIC OF NIGERIA AND THE UNITED STATES OF AMERICA

1.0 INTRODUCTION

The Federal Republic of Nigeria (FRN), and the United States of America (hereafter the "Parties") signed the Asset Return Agreement on 20th February, 2023 in order to enable a transparent and efficient repatriation of Funds accruing from the Forfeited Assets for the benefits of the people of Bayelsa State. The Agreement sets out the basis and mechanisms for the transfer of the Forfeited Assets. A copy of the agreement can be downloaded from <https://www.justice.gov.ng/index.php/asset-recovery-documents>.

The Forfeited Assets shall be used exclusively for the purpose of rehabilitation, renovation, refurbishment, reconstruction, and equipping of selected Primary Health Care (PHC) Centers in Various Communities and Local Government Areas across Bayelsa State.

2.0 Scope of Services/ Works

LOT 1: (Implementation of Health Centre Projects) Non-Governmental Organization (NGO)

- (a) Project Management including in the renovation and equipping of buildings;
- (b) Work in the Niger-Delta and/or Bayelsa State;
- (c) Experience in Health Sector Management.

LOT 2: (Monitoring Assignment): Civil Society Organization

- a) Lot 2: Develop and maintain a Work plan(s) in accordance with the Agreement;
- b) Review the reports of the Implementing NGO(s)
- c) Conduct regular site visits
- d) Compile and publish regular reports
- e) Publish a final report within 3 months after the end of the Project

Pursuant to the Agreement, the Government of the Federal Republic of Nigeria has agreed to engage Implementing NGO (s) and Monitoring Civil Society Organization(s) to provide Monitoring and Implementation of Projects as set out in the Agreement. The Implementing and Monitoring entities for the Agreement shall be the Non-Governmental Organizations/Civil Society Organizations to be recruited as set out in the Agreement.

Expressions of Interest shall be from CSOs/NGOs with the relevant skills, competencies and experience who shall submit their Technical proposals showing how they meet the criteria set out in this document and in the Agreement as follows:

C. ELIGIBILITY REQUIREMENTS

- a. Evidence of NGOs, CSOs, or Company's registration;
- b. Evidence of Personal Income TAX Certificate of the founders of the NGOs and CSOs for the Last three years- 2020, 2021, 2022;
- c. Company's Audited Accounts for the last three (3) years - 2020, 2021 & 2022;

- d. Detailed Company Profile indicating amongst others, the areas of core competences of the NGOs, CSOs or Firms and that of the Principals, Curriculum Vitae of Key Staff to be deployed for the project, including copies of their Academic/Professional qualifications.
- e. Sworn affidavit disclosing whether or not any officer of the relevant committees of the Federal Ministry Justice or the Bureau of Public Procurement is a former or present director, shareholder or has any pecuniary interest in the bidder and confirm that all information presented in its bid are true and correct in all particulars.
- f. Verifiable documentary evidence of the core skills of the CSO (s) /NGO (s) and that of its partners as set out in paragraphs 3.0 (b) and 4.0 (b) of at least three (3) similar jobs executed in the last five (5) years including Letters of Awards, Job Completion Certificates and Photographs taken during the project implementation.
- g. If the NGO (s) or CSO (s) is entering into a Joint Venture/Partnership, the Joint Venture Agreement and/or Memorandum of Understanding (MoU) should provide relevant registration and corporate documents such as CAC, Tax Clearance Certificate, Pension Clearance Certificate, ITF Compliance Certificate, NSITF Clearance Certificate. "Evidence of Registration on the National Database of Federal Contractors, Consultants and Service Providers by submission of Interim Registration Report (IRR) OR Valid Certificate issued by the BPP & Affidavit all expiring on 31st December 2023 are compulsory for each JV partner particularly if the Partner is not an NGO or a CSO.
- h.- Power of Attorney must be clearly defined and signed by all parties to the JV/Consortium. As applicable for either NGOs or CSOs, the lead partner in the JV/Consortium MUST be either the NGO or the CSO as applicable.
- g. All documents for submission must be transmitted with a Covering/Forwarding letter under the Company/Firm's Letter Head Paper bearing amongst others, the Registration Number (RC) as issued by the Corporate Affairs Commission (CAC), Contact Address, Telephone Number (preferably GSM No.), and e-mail address. The Letterhead Paper must bear the Names and Nationalities of the Directors of the Company at the bottom of the page, duly signed by the authorized officer of the firm. For JV Partnership, all parties to the JV must provide details on their letter head accordingly.

3.0. SPECIFIC ROLE OF THE IMPLEMENTING NGO(S)

A. The Implementing NGO(s) shall be required to develop and maintain a Work plan (s). In addition to the requirement for the work plan under Schedule 1 of the Agreement, the Implementing NGO (s) shall be required to set out how it will comply with the following in its proposal:

- (a) Use the forfeited Assets solely for the implementation of the Health Center Projects;
- (b) Specify the manner, means and competence in budgeting for implementing the Health Center Project;
- (c) Engage an Independent Auditor which must be approved by the parties through an exchange of written notices in accordance with Article 13, to perform an annual audit of the Health Center Project utilizing International Financial Reporting Standards (IFRS);
- (d) Publish the audited report and notice of the disposition and use of forfeited assets on a website of the Implementing NGO(s) that must be accessible in Bayelsa State;

(e) Ensure that the employees and the contractors of the Implementing NGO(s) complete a bi-annual certification acknowledging the requirements of the Agreement that the forfeited assets shall not be release or disposed of on behalf of any of the persons or entities that looted the funds;

(f) Ensure that the employees and contractors of the Implementing NGO (s) complete a bi-annual certification acknowledging the requirements of this Agreement that the Forfeited Assets shall not be released to or disposed of on behalf of any of the persons or entities enumerated in Article 2 (c) ;

(g) Provide an annual certification attesting to the parties that none of the forfeited assets have been misused;

(h) Provide annual audited reports and quarterly implementation reports for publication by the Ministry of Justice of the Federal Republic of Nigeria;

B. SKILLS AND EXPERIENCE OF THE IMPLEMENTING NGO

The Implementing NGO (s) or consortiums selected shall have skills and experience in the following field:-

(b) Project Management including in construction or rehabilitation of buildings;

(d) Work in the Niger-Delta and Bayelsa State;

(e) Experience in Health Sector Management.

4.0. SPECIFIC ROLE OF MONITORING CSO (s)

A. The Monitoring CSO (s) or consortium selected shall be required by the Government of the Federal Republic of Nigeria to develop and maintain a Work Plan (s) in accordance with Article 4 (e) and Schedule 4.

Specifically, the engagement of the monitoring CSO(s) shall be for the design and implementation of a robust and transparent monitoring program that shall include to:

f) Develop and maintain a Work plan(s) in accordance with the Agreement;

g) Review the reports of the Implementing NGO(s)

h) Conduct regular site visits

i) Compile and publish regular reports

j) Publish a final report within 3 months after the end of the Project

SKILLS AND EXPERIENCE OF THE MONITORING CSO (s)

B. The Monitoring CSO (s) or consortium of CSO(s) selected shall have skills and experience in the following fields:

(a) Health Sector Management

(b) Anti-Corruption Compliance

(c) Anti-Human Trafficking Compliance

- (d) Auditing in Areas including construction or rehabilitation of buildings
- (e) Procurement

C. **The monitoring CSO(s) shall be part of the projects monitoring team** and shall have the additional responsibilities as set forth below;

The primary focus of the monitoring CSO (s) shall be on

- i. Compliance with applicable anti-corruption laws and regulations, International Anti-Corruption Standards, and the agreement, including its schedules.
- ii. In particular, the monitoring CSO (s) shall focus attention on compliance with the obligations in Article 3 (scope) and article 16 (Anti-corruption) in the agreement.
- iii. The monitoring CSO (s) shall also provide monitoring with respect to any other criminal activity such as human trafficking, in addition to compliance with applicable laws and regulations, especially those protecting vulnerable members of society.
- iv. The monitoring CSO(s) shall design and implement a robust and transparent Monitoring programme that shall include:
- v. Receiving the documents referred to in paragraph 8 of schedule 7(having regard to the disclosure provisions in article 10 of the agreement);
- vi. Completing and publishing regular reports. Such reports shall be at least quarterly and shall be provided to the competent and implementing authorities of the parties to the agreement; and
- vii. Completing and publishing a final report within one month of the Implementing NGO's final report (as defined in the agreement). Such report shall be provided to the competent and implanting Authorities of the parties to the agreement.

D KEY OBJECTIVES:

The key objectives of the monitoring CSO(s) shall be;

- i. Providing robust monitoring of the projects to ensure that corruption, other crime, ineligible expenditures, as defined in article 1 of the agreement, or misuse of the Forfeited Assets is prevented;
- ii. Providing mechanisms whereby any act of corruption, other criminality, ineligible expenditure or misuse of forfeited assets is immediately discovered and reported in accordance with the terms of the Agreement and applicable laws, and recommending any appropriate remedial action;
- iii. Monitoring the obligations in the agreement to ensure that they are complied with;
- iv. Ensuring that the monitoring of the projects is transparent and accessible to the parties and to the public
- v. Maintaining adequate communication with the public with regard to the administration of the Forfeited Assets and maintaining public confidence in the administration of the Forfeited Assets

4. SUBMISSION/OPENING OF EXPRESSION OF INTEREST DOCUMENTS

E. FOI SUBMISSION Interested qualified bidders are to **submit** Expressions of Interest Documents (1 original Copy and 2 duplicate Copies neatly packaged and all three package sealed in a big brown envelop marked "**EXPRESSION OF INTEREST "BAYELSA STATE ASSET"** at the

The Procurement Panel

Office of the International Asset Recovery Unit,
Fifth Floor, Federal Ministry of Justice,
plot 71B Shehu Shagari Way, Plot 71B Shehu Shagari way,
Central Area Abuja, Federal Capital Territory (FCT), **Nigeria.**

All documents for EOI shall be submitted on or before 12:00 NOON 19th May, 2023.

EOI OPENING: All EOIs shall be opened immediately after the deadline for the submission at **12: noon of 19th May 2023** in the HAGF's Conference Room, 5th Floor Federal Ministry of Justice.

F. REQUEST FOR CLARIFICATION

All requests for clarification will be addressed in line with Sections 23 (4) and 47 of the PPA, 2007. i.e. request for clarification will be made within 10 working days from the deadline for closing of bid submission and should be marked "Request for Clarification Bayelsa Asset" and addressed to

The Procurement Panel,
C/o International Asset Recovery Unit,
Fifth Floor, Federal Ministry of Justices
Plot 71b Shehu Shagari way,
Central area Abuja, Federal Capital Territory (FCT), Nigeria.

Or

By email to: asset.international@justice.gov.ng

G. SPECIFIC INSTRUCTIONS:

- i. The EOIs must be in English Language and signed by an official authorized by the bidder;
- ii. Bids submitted after the deadline for submission shall be returned unopened
- iii. All costs will be borne by the Bidders;
- iv. All pages of the documents submitted should be paginated and endorsed by the authorized signatories;
- v. The documents submitted must be arranged in line with the table of content indicating the pages the specified documents are to be found;
- vi. Association among the shortlisted Consultants at the time of Submission of Proposal is not permitted and the Client shall disqualify such proposal;
- vii. Only pre-qualified bidders at EOI/Technical evaluation stage will be issued REQUEST FOR PROPOSAL/ BIDDING DOCUMENTS for financial proposals at a later date;
- viii. Further Instructions for PRE-Qualified Bidders will be contained in the REQUEST FOR PROPOSAL.
- ix. The Federal Ministry of Justice is not bound to pre-qualify any bidder and reserves the right to annul the procurement process at any time without incurring any liabilities in accordance with section 28 of the Public Procurement Act 2007.

NON-COMPLIANCE WITH ANY OF THE ABOVE INSTRUCTIONS WILL LEAD TO THE REJECTION OF BIDS.

Signed
Solicitor General of the Federation
Permanent Secretary
Federal Ministry of Justice