

08/07/2024

**INVITATION TO TENDER –**

**EDUCATIONAL SUPPLIES (GOODS/SERVICES/WORKS) IN ADAMAWA – ITT/AD/2024/001**

Dear Sir/Madam,

Gibran Books and Values Society (GBVS) wishes to engage the services of interested vendors to provide Educational facilities/services to support its activities with vulnerable conflict-affected persons in Adamawa State. GBVS provides assistance to calamity-affected people and other populations in distress. GBVS supports affected people regardless of race, religion, creed, or political convictions. GBVS staff members observe neutrality and undertake to respect the organization’s and United Nations’ professional code of conduct, while committing to maintain complete independence from all political, economic, or religious bodies.

GBVS invites interested eligible businesses/individuals to submit by deadline, quotations/proposals along with evidence of:

* CAC Registration
* EFCC SCUMUL Certificate
* Tax Registration evidence
* Tax Clearance (2022 or 2023)
* Business Profile
* 2022 or 2023 Audited Statement of Accounts, or one year’s bank-signed statement of account
* Reference contact list (at least two client referees, preferably Civil Societies active in Northeast Nigeria)
* Duly filled, signed/stamped technical tender documents
* GBVS shall carry out checks to ascertain that the business/Owners are not on any list of sanctioned parties issued by the United States Government and/or United Nations and European Union.
* Price offer, for Supplies below:

**EDUCATIONAL (GOODS/SERVICES/WORKS) IN ADAMAWA**

1. **Supply of Scholastic/Learning Materials: GBVS-NHF-GfG-27316/18**
2. **Supply of Start-up Kits for 500 Vocational Skills Trainees: GBVS-NHF-GfG-27316/20**
3. **Supply of Menstrual Hygiene Kits: GBVS-NHF-GfG-27316/24**
4. **Rehabilitation of 20 Classrooms at Gombi and Maiha Local Government Areas of Adamawa State: GBVS-NHF-GfG-27316/14**
5. **Construction of 4 Gender Segregated, and Disability-Accessible VIP Latrines, and Hand-washing Stations at Gombi and Maiha Local Government Areas of Adamawa State: GBVS-NHF-GfG-27316/15**
6. **Construction of 5 Classes and 1 Office at Maiha Local Government Areas of Adamawa State: GBVS-NHF-GfG-27316/16**
7. **Provision of Vocational Training to 500 Women and Adolescent Girls: GBVS-NHF-GfG-27316/5**
8. **Supply of Teaching Materials: GBVS-NHF-GfG-27316/17**
9. **Supply of Technological Devices (Mobile Phones): GBVS-NHF-GfG-27316/19**
10. **Supply of Classroom Furniture (Desks): GBVS-NHF-GfG-27316/22**

**IMPORTANT – ESSENTIAL INFORMATION**

SUBMIT ONLINE/SOFT COPY SUBMISSION (VIA THE PROVIDED EMAIL ADDRESS: **gbvsprocurement@aol.com**)

SUBMIT IN PERSON OR VIA COURIER SERVICE TO: The Procurement Committee, Gibran Books and Values Society, **Otnam Plaza, 12, Bama Road, Maiduguri, Borno State**

OFFERS should be prepared with the reference number **ITT/AD/2024/001** clearly marked at the top right corner of the envelop/Title space to the email address **gbvsprocurement@aol.com** **or in person to Otnam Plaza, 12, Bama Road, Maiduguri, Borno State**. The offers must be received not later than **18th July, 2024 at 16:00hours** ("the Closing Date") unless GBVS determines there were exceptional reasons for the delay in submission. Failure to meet the Closing Date will result in the bid being void. Gibran Books and Values Society is under no obligation whatsoever to award the contracts or to award them to the lowest bidders. By submitting your tender, you commit to fully understand and agree that GBVS is not under any obligation whatsoever to engage in any correspondence whatsoever with any bidder that is unsuccessful after the selection process. GBVS does not request any kind of payment from bidders, nor shall it refund any expenses covered by bidders (winners/losers alike) in their bidding process.

Entities bidding for **Supply of Start-up Kits for 500 Vocational Skills Trainees: GBVS-NHF-GfG-27316/20 must also bid for** Provision of Vocational Training to 500 Women and Adolescent Girls: **GBVS-NHF-GfG-27316/5** for their bids to be considered.

Should you require further information or clarification on the tender requirements, please address them to the following email: **gibran.books.vals@gmail.com** between **08/07/2024 and 12/07/2024**. All official communication should be in English language.

Bidders MUST complete the tender response form and should go through the tender instruction for guidance. If you believe that your company may be in the position to meet any of our specified requirements and would like to be considered as a potential supplier kindly complete and return Appendix A – “Confirmation of Intention to Tender” as soon as possible, and thereafter complete and submit all the required documents as listed. Bidders who are not able to send this may include it in the final submission.

**Thank you,**

**GBVS Procurement**

**Tender Instruction**

 **We include the following information for your review and action:**

* Part 1: Tender Information
* Part 2: Product/Service Descriptions/Specifications
* Part 2: Award Criteria
* Part 4: Conditions of Tendering
* Part 5: Key Contractual Terms
* Part 6: GBVS Anti-Bribery and Corruption Policy
* Part 7: Gibran Society’s Supplier/Vendor Code of Conduct
* APPENDICES
* ATTACHED ANNEXES

 **Your tender/Proposal response must be received in the following format**:

* Full completion of the Tender Response document in order for the bid to be compliant. Supplementary proposal documents are requested to demonstrate that the bid meets the essential and preferred criteria listed below. Those tenders returned uncompleted will be treated as void. However, tenderers are strongly requested to bid for **a maximum of two (2)** of the Educational Goods/Services/Works (excluding others). Note that **for Lot** **2 and Lot 7,** offers are invited to be made **jointly**. This means, for all other lots, a tender shall be considered if a **minimum** of 1 (one) item is being offered for and a maximum of 2, provided that other conditions are duly satisfied. GBVS has the right to, without explanation, reject any/all offers, or to cancel the tendering process at any stage without notice.
* Where a vendor is bidding for 2 lots, the bids must be filled and submitted **separately** except for lots 2 and 7.
* Bids to be submitted in a sealed envelope, addressed to: The Procurement Committee, Gibran Books and Values Society, **Suite 6, Otnam Plaza, Opposite FGC Maiduguri, Bama Road, Maiduguri – Borno State.** The envelope should indicate the tender reference number (**ITT/AD/2024/001**), and no other details relating to the bid. Alternatively, bids may be submitted by email to **gbvsprocurement@aol.com****.**

Your return tender must be received at the address (or email) above not later than **18th July, 2024, 16:00 hrs (“The Closing Date").** Failure to meet the closing date will result in the bid being void.

**PART 1: TENDER INFORMATION**

**Introduction**

Gibran Books and Values Society (GBVS) wishes to engage the services of interested vendors to provide Educational goods/facilities/services to support its activities with vulnerable conflict-affected persons in Adamawa State. GBVS provides assistance to calamity-affected people and other populations in distress. GBVS supports affected people regardless of race, religion, creed, or political convictions. GBVS staff members observe neutrality and undertake to respect the organization’s professional code of conduct, while committing to maintain complete independence from all political, economic, or religious powers. We have reached approximately 1,000,000 people since 2017 through programmes in Education, WASH, peacebuilding, livelihood, and environmental protection both in development and humanitarian areas.

The present NHF-funded project entitled: **The Girl Child's Sickness is for the Girl Child: Salvaging the Educational Potentials of Vulnerable Young Women, Girls, and Boys in Adamawa** seeks to deliver inclusive, life-saving education and vocational training support with strong mainstreamed protection services to 6,000 conflict-affected vulnerable young women, girls, and boys (60% female, 40% male), including people living with disabilities and special needs, in Gombi and Maiha LGAs of Adamawa State.

**SCHEDULE OF ACTIVITIES:**

|  |  |  |
| --- | --- | --- |
| **No** | **Date** | **Process/Milestone** |
| 1 | 08/07/2024 | Issue Tender Notice and Invitation to Tender |
| 2 | 12/07/2024 | Closing of request for information/clarification window |
| 3 | 18/07/2024 | Return of tenders (Closing Date) |
| 4 | 19/07/2024 | Procurement CommitteeEvaluation of Technical Bids/ProposalsEvaluation and Financial Bids/Proposals |
| 5 | 22/07/2024 | Notification of Contract Award |

GBVS reserves the right to make changes to this schedule without notice.

**PART 2: PRODUCT/SERVICE DESCRIPTIONS/SPECIFICATIONS**

The supplies/services to be procured and delivered to GBVS specified locations comprise of the following items categories. Quantities are estimation and could differe on the final contract. Use these for preparing your price offers/quotations. All prices should be in Nigerian Naira (NGN), exclusive of VAT. The Quotation Form and other required documents shall be duly signed and accomplished and typewritten or written in indelible ink. Any correction made to the prices, rates or to any other information shall be rewritten in indelible ink and initialed by the person signing the Quotation/Proposal. All quotes have Validity Period of at least 4 months. GBVS will deduct 5% WHT from the agreed contract amount before making payment via bank transfer to the vendor withoin its standard time.

1. **Supply of Scholastic/Learning Materials: GBVS-NHF-GfG-27316/18: See Annex 1 for BOQ/Price Offer Sheet**
2. **Supply of Start-up Kits for 500 Vocational Skills Trainees:** GBVS-NHF-GfG-27316/20: See **Annex 2 for BOQ/Price Offer Sheet - This is in the same document as Annex 7 as the two bids must be made together.**
3. **Supply of Menstrual Hygiene Kits: GBVS-NHF-GfG-27316/24: Annex 3 for BOQ/Price Offer Sheet**
4. **Rehabilitation of 20 Classrooms at Gombi and Maiha Local Government Areas of Adamawa State: GBVS-NHF-GfG-27316/14: Annex 4 for BOQ/Price Offer Sheet**
5. **Construction of 4 Gender Segregated, and Disability-Accessible VIP Latrines, and Hand-washing Stations at Gombi and Maiha Local Government Areas of Adamawa State: GBVS-NHF-GfG-27316/15: Annexes 5 A, B, & C for BOQ/Price Offer Sheet, Drawings**
6. **Construction of 5 Classes and 1 Office at Maiha Local Government Areas of Adamawa State: GBVS-NHF-GfG-27316/16: Annexes 6 A, B, C, D, E, F & G for BOQ/Price Offer Sheet, and Drawings**
7. Provision of Vocational Training to 500 Women and Adolescent Girls: GBVS-NHF-GfG-27316/5: **Annex 7 for BOQ/Price Offer Sheet – This is in the same document as Annex 2 as the two bids must be made together.**
8. Supply of Teaching Materials: GBVS-NHF-GfG-27316/17: **Annex 8 for BOQ/Price Offer Sheet**
9. Supply of Technological Devices (Mobile Phones): GBVS-NHF-GfG-27316/19: **Annex 9 for BOQ/Price Offer Sheet**
10. Supply of Classroom Furniture (Desks): GBVS-NHF-GfG-27316/22: **Annexes 10 A & B for BOQ/Price Offer Sheet and specifications**

**PART 3: SELECTION CRITERIA**

Please note that prior to price consideration, all bids that meet the essential criteria listed below will be evaluated based on the preferred criteria; preferred criteria are scored as per below table. Best scoring bids will be selected for the categories, as applicable. Where a supplier is deemed to have met the criteria by GBVS, further documentations *may* be requested as deemed necessary to consider entering into a contract agreement.

|  |  |
| --- | --- |
| **Essential Criteria for Prequalifying** | A 'no' in any of these boxes will result in immediate disqualification. |
| Bidder can legally operate in Nigeria (Attach copy of proof of business registration – CAC certificate)  |
| Bidder’s confirmation of compliance with the attached Conditions of Tendering, GBVS’s Vendors’ Code of Conduct Policy  |
| TAX Registration Evidence/Clearance/EFCC SCUMUL Certificate |
| **Further Technical Criteria** | **(0 – 70)** |
| Bidder provides 2 satisfactory client’s references for similar services provided over the last two years, 5 marks for each  | 10 |
| Bidder’s capacity to provide the listed goods including in this tender without subcontracting, and within period favourable to Gibran Society | 10 |
| Properly filled, stamped and signed Appendices | 10 |
| Delivery Lead Time  | 10 |
| Bidders provides Past experience in providing services of similar nature and scope to Government/local NGOs/INGOs in the project location | 10 |
| Bidder presents satisfactory company profile | 10 |
| Bidder’s prices demonstrate economic importance to Gibran Society.  | 10 |

|  |  |
| --- | --- |
| **Price Criteria** | **(0 – 30)** |

Only suppliers who passed all technical criteria will move on to the financial evaluation where the lowest price offer(s) will be accepted as the winning offeror(s) assuming the price is deemed fair and reasonable.

This is subject to any additional due diligence that GBVS deems necessary, such as reference checks, site visits, bank/audited account statement analysis, or other appropriate documented method giving GBVS increased confidence in the supplier’s ability to perform.

**Certification Regarding Terrorism**

It is GBVS’ policy to comply with humanitarian principles and the laws and regulations of Nigeria and the United Nations, and other applicable donors concerning transactions with or support to individuals or entities that have engaged in fraud, waste, abuse, human trafficking, corruption, or terrorist activity. These laws and regulations prohibit GBVS from transacting with or providing support to any individuals or entities that are the subject of government sanctions, donor rules, or laws prohibiting transactions or support to such parties.

**PART 4: CONDITIONS OF TENDERING**

1. **Definitions**

In addition to the terms defined in the Cover Letter, in these Conditions, the following definitions apply:

 (a) **Award Criteria** - the award criteria set out in the Invitation to Tender.

(b) **Bidder** - a person or organisation who bids for the tender.

(c) **Conditions** - the conditions set out in this 'Conditions of Tendering 'document.

 (d) **Goods and/or Services** - everything purchased by GBVS under the contract.

 (e) **Invitation to Tender** - the Tender Information, these Conditions, and GBVS’s Code of Conduct.

(f) **GBVS** - Gibran Books and Values Society, a charitable NGO registered in Nigeria.

 (g) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by GBVS to the Supplier, or specifically produced by the Supplier for GBVS, in connection with the tender.

 (h) **Supplier** - the party which provides Goods and/or Services to GBVS.

1. **The Contract**

The framework contract awarded shall be for the supply of goods and/or services, subject to GBVS’s Terms and Conditions of Purchase (Key Contractual Terms as attached to these Conditions together with other terms agreed between the parties). Each Bidder must confirm it is willing to agree to GBVS’s Terms and Conditions of Purchase or indicate where the basis of its bid differs from the terms and the reason(s) for the variance, which will be considered during the tender process. GBVS reserves the right to undertake a formal review of the contract any time after awarding it.

1. **Late tenders**

Tenders received after the Closing Date will not be considered, unless there are in GBVS’s sole discretion exceptional circumstances which have caused the delay.

1. **Correspondence**

All communications from Bidders to GBVS relating to the tender must be in writing and addressed to the person(s) identified in the Cover Letter. Any request for information should be received at least on the indicated date before the Closing Date, as defined in the Invitation to Tender. Responses to questions submitted by any Bidder may be circulated by GBVS to all Bidders to ensure fairness in the process.

1. **Acceptance of tenders**

GBVS may, unless the Bidder expressly stipulates to the contrary in the tender, accept whatever part of a tender that GBVS so wishes. GBVS is under no obligation to accept the lowest or any tender. GBVS reserves the right to accept or reject any Quotation, and to cancel the procurement process and reject all Quotations, at any time prior to award of contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for GBVS’s action.

1. **Alternative offer**

If the Bidder wishes to propose modifications to the tender (which may provide a better way to achieve GBVS’s Specification) these may, at GBVS's discretion, be considered as an Alternative Offer. The Bidder must make any Alternative Offer in a separate letter to accompany the Tender. GBVS is under no obligation to accept Alternative Offers.

1. **Prices**

Tendered prices regardless of whether or not they are shown as both inclusive of and exclusive of any Tax chargeable or any similar tax, shall be treated by GBVS as including the applicable Tx under the laws of Nigeria.

1. **No reimbursement of tender expenses**

Expenses incurred in the preparation and dispatch of the tender will not be reimbursed.

1. **Non-Disclosure and Confidentiality**

Bidders must treat the Invitation to Tender, contract and all associated documentation (including the Specification) and any other information relating to GBVS’s employees, servants, officers, partners or its business or affairs (the "**Confidential Information**”) as confidential. All Bidders shall:

* recognise the confidential nature of the Confidential Information;
* respect the confidence placed in the Bidder by GBVS by maintaining the secrecy of the Confidential Information;
* not employ any part of the Confidential Information without GBVS's prior written consent, for any purpose except that of tendering for business from GBVS;
* not disclose the Confidential Information to third parties without GBVS's prior written consent;
* not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to GBVS;
* use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;
* Notify GBVS immediately of any possible breach of the provisions of this Condition 9 and acknowledge that damages may not be an adequate remedy for such a breach.
1. **Award Procedure**

GBVS’s Procurement Committee will review the Bidders and their tenders to determine, in accordance with the Award Criteria, whether they will award the contract(s) to any one of them.

1. **Information and Record Keeping**

GBVS shall not return any document or make copy whatsoever to any bidder, so bidders are advised to keep copies they may need of any submission made to GBVS. GBVS shall consider any reasonable request from any unsuccessful Bidder for feedback on its tender and, at GBVS’s exclusive discretion on whether or not it is appropriate and proportionate to do so, provide the unsuccessful Bidder with reasons why it’s tender was rejected. Where applicable, this information shall be provided within 90 business days, counting from the date on which GBVS receives the written request for the information. Regardless, GBVS is under no obligation to enter into correspondence whatsoever with any bidder after they make their submission.

1. **Anti-Bribery and Corruption**

All Bidders are required to comply fully with GBVS’s Anti-Bribery and Corruption Policy.

1. **Child Protection**

All Bidders are required to comply fully with GBVS’s Child Safeguarding Policy.

1. **Exclusion Criteria**

By submitting a bid, any vendor undertakes thereby and unequivocally that:

* Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is 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;
* Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organisation, any money laundering offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international;
* Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the relevant country in which it the Bidder operates.
* Neither it nor any of its workers has been convicted of, or indeed in any way involved illegally with, terrorists or terrorist-related groups or persons.

Any Bidder will automatically be excluded from the tender process if it is found that they are guilty of misrepresentation in supplying the required information within their tender bid or fail to supply the required information.

1. **Conflict of Interest / Non Collusion**

Any Bidder who submits a bid undertakes unequivocally thereby:

* That it is not aware of any connection between it or any of its directors or senior managers and the directors and staff of GBVS which may affect the outcome of the selection process. If there are such connections the Bidder is required to disclose them.
* That it has not communicated to anyone other than GBVS the amount or approximate amount of the tender.
* That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.
1. **Assignment and novation**

All Bidders by making a submission, confirm that they will if required be willing to enter into a contract on similar terms with GBVS.

1. **Cost of Preparing Quotations**

The Supplier shall bear all costs associated with the preparation and submission of his Quotation and GBVS will not in any case be responsible and liable for the costs incurred.

**PART 5: KEY CONTRACTUAL TERMS**

The contract/ agreement to be entered into between Gibran Books and Values Society (“**GBVS**”) and the successful bidder (the “**Service Provider**”) will contain the following Key Contractual Terms (which are illustrative and not binding on GBVS), together with other terms agreed between the parties which shall include at a minimum provisions.

# The Services

## The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by GBVS.

## In providing the Services, the Supplier shall ensure that the Services and Deliverables correspond with their description in the Order and any applicable Specification, and that they comply with all applicable statutory and regulatory requirements

# Ethical Standards and Audit Requirements

## The Supplier shall observe the highest ethical standards during the performance of its duties and obligations under the Contract. The ethical standards must also be met by those who supply to the Supplier or to which the Supplier

# Performance

## The Supplier shall perform the Services in accordance with the timings specified in the Agreement or in the Order. Time shall be of the essence in respect of this Condition.

# Indemnity

## The Supplier shall keep GBVS indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by GBVS as a result of or in connection with:

##### Breach of any warranty given by the Supplier;

##### personal injury, death or damage to property caused to GBVS or its employees arising out of, or in connection with, defects in the supply of the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

##### any claim made against GBVS for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

##### any claim made against GBVS by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;

##### any claim made against GBVS by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the supply of the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

##### any claim in respect of death or personal injury howsoever caused to any of the employees of the Supplier whilst at the premises of GBVS save where caused by the direct negligence of GBVS or its respective employees or agents.

# Price and Payment

## The price of the Services shall be the price set out in the Order/Contract which includes packing, labelling, carriage, insurance, delivery, royalties and licence fees (if applicable) and all other charges, taxes, duties and impositions and is not subject to alteration for any reason whatsoever.

## Unless otherwise specified in the Contract, the Supplier shall invoice GBVS in arrears from date of supply of the Services (to be determined in accordance with the Agreement and with the Order/Contract) and GBVS shall pay correctly rendered invoices within 30 days from the date of invoice.

## GBVS reserves the right to withhold payment in respect of Services supplied which are defective, rejected or otherwise not in accordance with the requirements of the Contract.

**Additional contractual terms may apply upon selection of any vendor. PART 6:** **GIBRAN SOCIETY’S ANTI-BRIBERY AND CORRUPTION POLICY**

**Our values and principles**

Gibran Society does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Gibran Society to behave in a corrupt manner while carrying out Gibran Society’s work.

**What we do**

Gibran Society is committed to preventing acts of bribery and corruption through the following means:

**Awareness:** Ensuring that all staff and those who work with Gibran Society are aware of the problem of bribery and corruption.

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with Gibran Society minimise the risks of bribery and corruption.

**Reporting:** Ensuring that all staff and those who work with Gibran Society are clear on what steps to take where concerns arise regarding allegations of bribery and corruption.

**Responding:** Ensuring that action is taken to support and protect assets and identifying cases of bribery and corruption.

To help you identify cases of bribery and corruption, behaviour which amounts to corruption includes but is not limited to:

* 1. Paying or Offering a Bribe – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way.
	2. Receiving or Requesting a Bribe – where a person improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence the individual’s conduct in any way.
	3. Receiving or Paying a so-called ‘Grease’ or ‘Facilitation’ payment – where a person improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway.
	4. Nepotism or Patronage – where a person improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts or other material advantages.
	5. Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.
	6. Receiving a so-called ‘Kickback’ Payment – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or tender process.
	7. Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.
	8. Abuse of a Position of Trust – where a person improperly uses their position within their organisation to materially benefit themselves or any other party.

In order that the above standards of reporting and responding are met, **this is what is expected of you**:

You have a duty to protect the assets of Gibran Society from any form of corruption. Furthermore, you must immediately report any suspicion of bribery or corruption to the Gibran Society senior management team or Executive Director and not to anyone else. Failure to report will be treated as serious and may result in termination of any agreement with Gibran Society.

You are obliged to:-

* act quickly and get help
* encourage your own staff to report on bribery and corruption
* contact the Gibran Society senior management team or Executive Director with your concerns immediately (or their senior manager if necessary)
* Keep any information confidential to you and the manager.

Attempted corruption is as serious as the actual acts and will be treated in the same way under this policy.

If you want to know more about the Anti-Bribery and Corruption Policy then please contact Gibran Society’s representative at info@gibransociety.org.

# PART SEVEN: Vendor Code of Conduct

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Gibran Books and Values Society (GBVS) is committed to upholding the highest standards in all our business dealings with funders, protecting donor resources, and providing high‐quality services and products. Complying with all laws and regulations and ensuring fair competition are fundamental to this commitment.

 This Vendor Code of Conduct expresses the expectations we hold for all of GBVS vendors.

## General Disclaimer

This Vendor (“vendors”) Code of Conduct contains principles to promote ethical conduct in the workplace, safe working conditions, the protection of sensitive information, and the treatment of workers with respect and dignity. As used in this Vendor Code, “Vendor” refers to any entity providing products, people or services to GBVS, including its subcontractors and agents, and where applicable, the personnel of Vendor and its subcontractors and agents. At a minimum, all Vendors must operate in full compliance with the laws, rules and regulations of the jurisdictions in which they operate or where they provide services to GBVS. Where this Vendor Code sets higher standards than what the law provides, GBVS expects Vendors to adhere to such standards. This Vendor Code is not intended to create new or additional rights, or any additional GBVS obligations, in favour of Vendors, Vendor personnel, or any third parties. It supplements, but does not supersede, the contracts between GBVS and the Vendor.

### I. Compliance with Laws

GBVS expects our vendors to maintain full compliance with all laws and regulations applicable to their business. When conducting international business, or if their primary place of business is outside Nigeria, vendors must comply with local laws and regulations.

A. Maintain Accurate Records

Vendors must create accurate records and not change any record entry to conceal or misrepresent the underlying transaction represented by it. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented.

### II. Human Rights

GBVS expects our vendors to treat people with respect and dignity, encourage diversity, remain receptive to diverse opinions, promote equal opportunity for all, and foster an inclusive and ethical culture.

### A. Child Labor

GBVS expects our vendors to ensure that illegal child labour is not used in the performance of work. The term “child” refers to any person under the minimum legal age for employment where the work is performed.

### B. Human Trafficking

Vendors must adhere to regulations prohibiting human trafficking and comply with all applicable local laws in the country or countries in which they operate. Vendors must refrain from violating the rights of others and address any adverse human rights impacts of their operations. Vendors must educate employees on prohibited trafficking activities, discipline employees found to have violated the law or rules, and notify GBVS of violations and action taken against employees. Specifically, vendors will be prohibited from the following in all contracts:

* Destroying, concealing, or confiscating identity or immigration documents;
* Using misleading or fraudulent tactics in recruiting;
* Charging employee recruitment fees or providing inadequate housing based on local standards, laws, and directives;
* Failing to provide employment contracts and other documentation in the employee’s native language; and
* Failing to interview and protect employees suspected of being trafficking victims.

**III. Employment Practices**

### A. Harassment

GBVS expects our vendors to ensure their employees are afforded an employment environment that is free from physical, psychological, and verbal harassment or other abusive conduct.

### B. Non‐Discrimination

GBVS expects our vendors to provide equal employment opportunity to its employees and applicants for employment, without regard to race, ethnicity, religion, color, sex, national origin, age, military veteran status, ancestry, sexual orientation, gender identity or expression, marital status, family structure, genetic information, or mental or physical disability, so long as the essential functions of the job can be competently performed with or without reasonable accommodation.

#### C. Substance Abuse

GBVS expects our vendors to maintain a workplace free from illegal use, possession, sale, or distribution of controlled substances.

**IV. Anti‐Corruption**

### A. Anti‐Corruption Laws

Our vendors must comply with the anti‐corruption laws, directives, and/or regulations that govern operations in the countries in which they do business, such as the U.S. Foreign Corrupt Practices Act, Nigeria’s EFCC Act, the UK Bribery Act.

We require our vendors to refrain from offering or making any improper payments of money or anything of value to government officials, political parties, candidates for public office, or other persons. This includes a prohibition on facilitating payments intended to expedite or secure performance of a routine governmental action like obtaining a visa or customs clearance, even in locations where such activity may not violate local law. Personal safety payments are permitted where there is an imminent threat to health or safety.

We expect our vendors to exert due diligence to prevent and detect corruption in all business arrangements, including partnerships, joint ventures, offset agreements, and the hiring of consultants.

### B. Illegal Payments

Our vendors must not offer any illegal payments to, or receive any illegal payments from, any customer, vendor, their agents, representatives, or others. The receipt, payment, and/or promise of monies or anything of value, directly or indirectly, intended to exert undue influence or improper advantage is prohibited. This prohibition applies even in locations where such activity may not violate local law.

#### C. Unfair Business Practices

Vendors must not engage in unfair business practices such as fixing prices or rigging bids with competitors. Vendors must not allocate customers or markets with competitors, or exchange current, recent, or future pricing information with competitors. Vendor will otherwise comply with all applicable antitrust and competition laws.

#### D. Gifts/Business Courtesies

GBVS expects our vendors to compete on the merits of their products and services. The exchange of business courtesies may not be used to gain an unfair competitive advantage. In any business relationship, our vendors must ensure the offering or receipt of any gift or business courtesy is permitted by law and regulation, these exchanges do not violate the rules and standards of the recipient’s organization, and are consistent with reasonable marketplace customs and practices.

#### V. Conflict of Interest

GBVS expects our vendors to avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest in their dealings with our company. We expect our vendors to provide notification to all affected parties in the event an actual or potential conflict of interest arises. This includes a conflict between the interests of our company and personal interests or those of close relatives, friends, or associates

**VI. Information Protection**

### A. Confidential/Proprietary Information

We expect our vendors to properly handle sensitive information, including confidential, proprietary, and personal information. Information should not be used for any purpose (e.g., advertisement, publicity, and the like) other than the business purpose for which it was provided, unless there is prior authorization from the owner of the information.

### B. Intellectual Property

GBVS expects our vendors to respect and comply with all the laws governing intellectual property rights assertions, including protection against disclosure, patents, copyrights, and trademarks.

C. Information Security

Vendors must protect the confidential and proprietary information of others, including personal information, from unauthorized access, destruction, use, modification, and disclosure through appropriate physical and electronic security procedures. Vendors must comply with all applicable data privacy laws. Vendors shall ensure extension of this requirement to all sub‐tier sources they employ.

#### VII. Environment, Health, and Safety

GBVS expects our vendors to operate in a manner that actively manages risk, conserves natural resources, and protects the environment. We expect our vendors to comply with all applicable environmental, health and safety laws, regulations, and directives. Vendors should protect the health, safety, and welfare of their people, visitors, and others who may be affected by their activities.

**VIII. Global Trade Compliance**

### A. Security

When applicable, vendors are encouraged to implement practices and procedures to ensure the security of their supply chains.

### B. Import

GBVS expects our vendors to ensure their business practices are in accordance with all applicable laws, directives, and regulations governing the import of parts, components, and technical data.

#### C. Export

GBVS expects our vendors to ensure their business practices are in accordance with all applicable laws, directives, and regulations governing the export of parts, components, and technical data.

**IX. Quality**

Vendors must take due care to ensure their work product meets our company’s quality standards. We expect our vendors to have in place quality assurance processes to identify defects and implement corrective actions and to facilitate the delivery of a product whose quality meets or exceeds the contract requirements.

### A. Counterfeit Parts

We expect our vendors to develop, implement, and maintain methods and processes appropriate to their products to minimize the risk of introducing counterfeit parts and materials into deliverable products. Effective processes should be in place to detect counterfeit parts and materials, provide notification to recipients of counterfeit product(s) when warranted, and exclude them from the delivered product.

#### X. Ethics Program Expectations A. Whistleblower Protection

GBVS expects our vendors to provide their employees with avenues for raising legal or ethical issues or concerns without

fear of retaliation. We expect our vendors to take action to prevent, detect, and correct any retaliatory actions.

### B. Consequences for Violating Code

In the event of a violation of any of the above expectations, we may pursue corrective action to remedy the situation. In the case of a violation of law or regulation, we may be required to report those violations to proper authorities. We reserve the right to terminate our relationship with any vendor under the terms of the existing procurement/purchasing contract.

#### C. Ethics Policies

Commensurate with the size and nature of their business, we expect our vendors to have management systems in place to support compliance with laws, regulations, and the expectations related to or addressed expressly within this Vendor Code of Conduct. We encourage our vendors to implement their own written code of conduct and to flow down the principles of a code of conduct to the entities that furnish them with goods and services.

**SIGNATURE OF APPROVED REPRESENTATIVE OF VENDOR/DATE: ………………………………**

**POSITION:……………………………………………………..…………………………………………………**

**FULL NAME OF VENDOR: …………………………………………..……………………………………………………………………………………**

# APPENDIX A:

**Confirmation of intention to tender**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Company’s Representative) for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Company’s name and address) have received copies of all documents listed above and intend to submit a tender for consideration by the closing date for the offer of Interest on;

Bidders are to circle/underline the Lot they are bidding for. Lots 2 and 7 must be jointly bid for.

Lot 1

Lot 2

Lot 3

Lot 5

Lot 6

Lot 7

Lot 8

Lot 9

Lot 10

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Please return a copy of this completed schedule to**

**gbvsprocurement@aol.com**

**Or to GBVS’s office at Otnam Plaza, Bama Road, Maiduguri, as soon as possible**

##### C:\Users\SENSEI\Desktop\GBVS LOGO.JPG

##### APPENDIX B – Tenderer’s Declaration

We the Undersigned accept in full and without restriction the conditions governing this tender as the sole basis of this competition, whatever its own conditions of sale may be, which we hereby waive.

We have examined carefully, understood and comply with all conditions, instructions, forms, provisions and specifications contained in this tender dossier. We are aware that failure to submit a tender containing all the information and documentation expressly required, within the deadline specified, may lead to the rejection of the tender at Gibran Society’s discretion.

We hold no reservation in regard the tender dossier; and are aware that any reservation may result in the rejection of the tender by Gibran Society.

We are not aware of any corruption practice in relation to this competition. Should such a situation arise, we shall immediately inform Gibran Society in writing. We shall make no effort whatsoever to influence the outcome of this procurement process other than by complying with the criteria set out in this dossier.

We declare that we are affected by no potential conflict of interest, and that we and our staff have no known particular link with other Tenderers or parties involved in this competition. Should such a situation arise during performance of the contract, we shall immediately inform Gibran Society in writing.

We accept and shall adhere to Gibran Society’s Child Safeguarding policy.

We accept Gibran Society’s standard terms of payment which are **30 days** after the end of the month of receipt by GBVS of a proper invoice or, if later, after acceptance of the Goods or Services in question by Gibran Books and Values Society.

*Company name and address:*

*Company’s Representative name:*

*Title of Representative in the Company:*

*Representative’s signature:*

*Date:*

**APPENDIX C**

**QUOTATION FORM[[1]](#footnote-1)**

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Having examined the Tender documents of *[insert description of goods/works/services]*, the receipt of which is hereby duly acknowledge, I, representing *[name of company]* offer to supply and deliver the requested goods/works/services in conformity with the GBVS specifications and requirements of bidding documents for the total amount of *[total bid amount in words and figures and currencies]* inaccordance with the Price Schedule which is herewith attached and form part of this Quotation.

I undertake if my offer is accepted, to deliver the goods in accordance with the delivery schedule as specified by GBVS.

I agree to abide by this Quotation for the validity period specified in the Product/Service Specifications which may be reviewed by GBVS at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Quotation Form, together with your Notice of Award shall constitute a binding agreement between us.

I hereby certify that this Quotation complies with the requirements stipulated in the Tender Instruction.

Dated this\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature/name] [in the capacity of]*

Duly authorized to sign Quotation for and on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*name of company*]

**APPENDIX D**

**GENERAL PRICE SCHEDULE FORM[[2]](#footnote-2)**

 **PROJECT TITLE : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **REF NO. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **ITEM NO.** | **ITEM DESCRIPTION** | **QUANTITY** | **UNIT** | **UNIT PRICE** | **TOTAL PRICE** | **DELIVERY TIME** |
|   |   |   |  |  |  |  |
|   |   |   |  |  |  |  |
|   |   |   |  |  |  |  |
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|   |   |   |  |  |  |  |
|   |   |   |  |  |  |  |
| **TOTAL** |   |   |  |  |  |  |

**Supplier Authorized Signature and Printed Name:…………………………………………………………………………………………………………………….**

**APPENDIX E**

**Supplier Registration Questionnaire**

**Section 1: Company details and General information**

|  |
| --- |
| Name & core business |
| Name of company |  |
| Industry sector |  |
| Description of core products and services |  |

|  |
| --- |
| Address details |
| Office address |  |
| Post/zip code |  |
| City |  |
| Telephone  |  |
| Email |  |
| Web site address |  |

|  |
| --- |
| Contact person (for communications regarding bids/proposals) |
| Name |  |
| Position |  |
| Telephone  |  |
| Email |  |

|  |
| --- |
| Parent company |
| Full legal name of parent or holding company or group (if any) |  |

|  |
| --- |
| Subsidiaries and overseas representatives(State if partially, fully owned or agent and attach a list if necessary) |
|  |

|  |
| --- |
| Business details |
| Type: (e.g. Limited company, Sole trader, Partnership, NGO, Business Name, Other (specify)) |  |
| Year established |  |
| Registered (license) number  |  |
| TAX / VAT ID number |  |
| Number of permanent staff |  |

**Section 2: Financial information**

(Please attach a certified/audited copy of your latest Balance Sheet and Income Statement or your Annual report to Shareholders if available)

|  |
| --- |
| Annual figures |
| Annual turnover for the last 3 years (year, currency, amount) |  |
| Pre-tax profit for the last 3 years(year, currency, amount) |  |

|  |
| --- |
| Bank details  |
| Bank name |  |
| Address |  |
| Swift / BIC address |  |
| Bank account number |  |
| IBAN (if any) |  |
| Account name |  |

**Section 3: Others**

|  |
| --- |
| General questions |
| Have you previously supplied any other NGOs and if so, which?  |  |
| Has your organization been convicted of breaching any national or international legislation ? |  |
| References(details of two sources we may contact to seek references in relation to services rendered by your business) |
| Business name |  |
| Address |  |
| Contact name |  |
| Telephone number |  |
| Goods/services provided |  |
|  |
| Business name |  |
| Address |  |
| Contact name |  |
| Telephone number |  |
| Goods/services provided |  |

|  |
| --- |
| Certification |
| I, the undersigned, warrant that the information provided in this form is correct, and in the event of changes details will be provided as soon as possible. I am aware that any false presentation or omittance of the information required in this form entitles GBVS to terminate the relationship immediately upon notification to the supplier without any cost to GBVS.By signing this forms I confirm that I or my company are not in any way connected to terrorism, and give consent that GBVS may conduct its own checks to verify this.I, the undersigned also understand that GBVS is expecting me and my company to follow ethical business practices and be socially accountable as set up in GBVS’s Code of Conduct for suppliers.Name:Position:Date:Signature: |

|  |
| --- |
| **FOR OFFICE USE ONLY**C:\Users\SENSEI\Desktop\GBVS LOGO.JPG |
| Anti-Terriorist Check carried out?Third Party Supplier notes included? | Yes / NoYes / No |
| Questionnaire Section | Risk Flags | Notes |  |
| A |  |  |
| B |  |  |
| C |  |  |
| D |  |  |
| Rated By: | Name |   | Date |  |
| Notes/Comments/Follow Up/Concerns |
|  |

1. Please provide one for **the Lot you wish to bid for.** [↑](#footnote-ref-1)
2. Fill according to provided specifications quoting Item No. as specified using ITT/AD/2024/001 with extension A,B,C…. For items with multiple categories, use LS as unit. [↑](#footnote-ref-2)