# **SOLIDARITÉS INTERNATIONAL**

# **MISSION NIGERIA**

Maiduguri, JANUARY 2023

**Reference: CFT-FD-NGA-00501**

##### SUBJECT: INVITATION TO TENDER FOR SUPPLY OF WOOD

Dear Mr/Ms

Following your inquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender file.

Any request for clarification must be received by SOLIDARITÉS INTERNATIONAL in writing at least 3 days before the deadline for submission of tenders. SOLIDARITÉS INTERNATIONAL will reply to bidders' questions at least 2 days before the deadline for submission of tenders.

Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender at the address specified in the Instructions to Bidders before the **14th of February 2023, 5.00 PM (Nigerian time),** as stated in the procurement notice.

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

Shivanandarajah Narmathan

**Deputy logistics coordinator - Supply**

**SOLIDARITÉS INTERNATIONAL - NIGERIA MISSION**

**Plot No 2605 Along Kari Road, Adjacent to Halima ENT Hospital,**

**Damboa road Extension, Old GRA, Maiduguri, Nigeria**

**CALL FOR NATIONAL TENDER FOR THE**

**SUPPLY OF WOOD**

**CFT-FD-NGA-00501**

**JANUARY 2023**

Table of Contents

[**SOLIDARITÉS INTERNATIONAL** 1](#_Toc111622087)

[**MISSION NIGERIA** 1](#_Toc111622088)

[**A.** **INSTRUCTIONS TO BIDDERS** 4](#_Toc111622089)

[**1.** **Preamble** 4](#_Toc111622090)

[**2.** **Purpose of the Call for Tenders** 4](#_Toc111622091)

[**3.** **Call for Tenders Schedule** 5](#_Toc111622092)

[**4.** **Questions and Clarifications** 5](#_Toc111622093)

[**5.** **Eligibility** 6](#_Toc111622094)

[**6.** **Instructions to submit an Offer** 6](#_Toc111622095)

[**7.** **Call for Tender Process** 8](#_Toc111622096)

[**8.** **Period of validity** 8](#_Toc111622097)

[**9.** **Currency of tenders** 8](#_Toc111622098)

[**10.** **Language of offers and procedure** 8](#_Toc111622099)

[**11.** **Alteration or withdrawal of tenders** 8](#_Toc111622100)

[**12.** **Costs of preparing tenders** 8](#_Toc111622101)

[**13.** **Opening, evaluation of tenders and selection criteria** 9](#_Toc111622102)

[**14.** **Notification award and contract signature** 10](#_Toc111622103)

[**15.** **Ownership of tenders** 10](#_Toc111622104)

[**16.** **Contract** 10](#_Toc111622105)

[**17.** **Cancellation of the tender procedure** 10](#_Toc111622106)

[**18.** **Ethics** 11](#_Toc111622107)

[**B.** **TECHNICAL and COMMERCIAL SPECIFICATIONS** 12](#_Toc111622108)

[**19.** **Technical description of the Goods** 12](#_Toc111622109)

[**20.** **Delivery conditions** 13](#_Toc111622110)

[**21.** **Quality of the product** 13](#_Toc111622111)

[**22.** **Non conformity of delivery** 14](#_Toc111622112)

[**23.** **Invoicing & Payment** 15](#_Toc111622113)

[Annex I: SI CODE OF CONDUCT FOR VENDORS 17](#_Toc111622114)

[Annex II: Supplier Questionnaire 22](#_Toc111622115)

[Annex III: Checklist for the submission of tender’s documents 25](#_Toc111622116)

[Annex IV: Technical and commercial specifications 26](#_Toc111622117)

# **INSTRUCTIONS TO BIDDERS**

In submitting a tender, the bidder accepts in full and without restriction the special and general conditions governing this tender as the sole basis of this tendering procedure.

The bidder accepts Solidarités’ International General Terms and Conditions of Purchase by default or should include its own Sales conditions in its offer.

If the bidder wishes to point out restrictions to Solidarités’ International Purchase Terms and Conditions, such reservations should be clearly explained in a letter included in the offer.

Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

### **1. Preamble**

The NGO Solidarités International, as part of its program 'provision of shelter and NFI assistance to vulnerable conflict-affected households in Borno State, North Eastern Nigeria would like to select one or more suppliers to provide Soap and Plastic item materials. The nature of our operations does not allow us, for the time being, to formalize an agreement on a firm order quantity. Therefore, we cannot at this stage commit to a price estimate or predetermined quantities.

Soap and Plastic item materials as part of Non Food Items are considered as general household support items provided to meet the most personal human needs for bedding, provide insulation from ground and protection from other adverse weather effects, and maintenance of health, privacy and dignity. It is commonly distributed along with other NFI materials in line with the shelter/CCCM/NFI Sector technical guidelines.

### **2. Purpose of the Call for Tenders**

The purpose of this Call for Tenders is to solicit competitive offers for the supply of wood.

The purpose of this Call for Tenders is to sign a 1 (one) year Framework Agreement on the purchase of wood in the state of Borno, Nigeria. The Call for Tenders aims at selecting reliable supplier(s).

Several suppliers can be awarded with a maximum number of two suppliers. We are looking for suppliers who can deliver the required quantities in Maiduguri.

Each delivery will be triggered off by an External Order Form issued by SOLIDARITÉS INTERNATIONAL and will be submitted to the same conditions listed in the chapters below.

### **3. Call for Tenders Schedule**

|  |  |  |
| --- | --- | --- |
| **Description** | **DATE** | **TIME\*** |
| Issuing Call For Tender  | 24th of January 2023 | 09:00 AM |
| Deadline for request for any clarifications SOLIDARITÉS INTERNATIONAL | 9th of February 2023 | 5:00 PM |
| Last date on which clarifications are issued by SOLIDARITÉS INTERNATIONAL | 10th of February 2023 | 5:00 PM |
| Deadline for submission of tenders (receiving date, not sending date) | 14th of February 2022 | 5:00 PM |
| Tender opening & Evaluation session by SOLIDARITÉS INTERNATIONAL | 16th of February 2022 to 17th of February 2022 | TBD |
| Site visits to the shortlisted suppliers | 21st of February 2022 to 27th of February 2022 | TBD |
| Notification of award to the successful tenderer | To be determined later | TBD |
| Signature of the contract | To be determined later | TBD |

\* All times are in the local time of Nigeria

Please note all dates are provisional dates and SOLIDARITÉS INTERNATIONAL **reserves the right to** **modify this schedule.**

Please note SOLIDARITÉS INTERNATIONAL reserves the right to pre-select some of the received offers, based upon the criteria listed in article 13 of the present document, to enter into a competitive dialogue with the shortlisted companies.

### **4. Questions and Clarifications**

If SOLIDARITÉS INTERNATIONAL, either on its own initiative or in response to a request from a prospective bidder, provides additional information on the tender dossier, such information will be communicated simultaneously in writing to all the bidders.

Bidders may submit questions in writing ideally by email, or by post mail, up to three (3) calendar days before the deadline for submission of tenders, specifying the publication reference and the Tender title to the following address:

By email: tenders@solidarites-nigeria.org

Or at the below address:

SOLIDARITÉS INTERNATIONAL – Maiduguri

Plot No: 2605 Along Kari Road, Adjacent to Halima ENT Hospital, Damboa road Extension, old GRA, Maiduguri, Borno State, NIGERIA

**Between 8:30 am- 5:00 pm -** Logistics Office

The list of all questions and answers will be available at the SI office or maybe requested by email.

**Any prospective tenderer seeking to arrange individual meetings with SOLIDARITÉS INTERNATIONAL during the tender period may be excluded from the tender procedure.**

### **5. Eligibility**

Participation in tendering is open on equal terms to any natural and legal persons or company.

In any case, whatever the status of the participants to this call for tenders, applicants must comply with the following rules:

1. Not involved in violation of human rights (Slavery, child labor, human trafficking)
2. Not restricted to conduct business by any local, national and international legal bodies
3. Not Involvement in a criminal organization or any other illegal activity as established by a judgment, by the US Government, the EU, the UN, or any other donor.

### **6. Instructions to submit an Offer**

#### **6.1 – Response Format**

The tender shall consist of one original paper copy placed in a sealed non-identifiable envelope, with the words **“not to be opened before the tender opening session”** written in English.

This sealed non-identifiable envelope shall be titled:

**Tender for Supply of Wood - CFT-FD-NGA-00501**

The tenders shall be sent:

* by personal delivery against receipt to the following address:

SOLIDARITÉS INTERNATIONAL – Maiduguri

Plot No:2605 Along Kari Road, Adjacent to Halima ENT Hospital, Damboa road Extension, old GRA, Maiduguri. Borno State, NIGERIA

**Between 8:30 am- 5:00 pm**.

* By Email to the following address:

tender@solidarites-nigeria.org

**The title of the email should be: CFT-FD-NGA-00501**

Whichever format is chosen, offers must be received by no later than the **14th of February 2023 at 5:00 PM.**

NB: **Late proposals will not be accepted, and will be returned to the Proponent or discarded.** Also, all proposals will be irrevocable after the Call for Tenders closing date

#### **6.2 – Content of Tenders**

The Tenderer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this request for proposal. The proposal shall include, as a minimum:

1. “Supplier Questionnaire” duly completed. This questionnaire should be completed with all required information, each page has to be stamped and signed.
2. Proof of company registration in Nigeria.
3. Tax Payer Registration certificate
4. “Quotation” or detailed Price offer with the stock capacity and lead time to be filled in the “supplier questionnaire” section
* Note that only budgets in Naira will be accepted.
* Note that only unit price with WHT included will be accepted.

Mandatory element in the quotation:

* Unit price
* Total Price
* Currency
* Lead time to deliver the items (mentioned if the price is transport included)
* Validity of the quotation
* Payment method (bank transfer/cash/cheque)
* Payment condition (100% after delivery, 100% before delivery, 50% after receiving the external order form…)
* WHT 5% Included
* Past experience (Name the INGOs)
* Representative name + Address + phone number
* Signature + Stamp
* Date
* TIN Number
* Registration Number
1. “SOLIDARITÉS INTERNATIONAL’s Code of Conduct” filled and signed by the duly authorized person on each page.
2. Copy of at least 2 agreements with other INGOs and/or UN Agencies signed in 2021 for the supply of sleeping materials and / or work certificates
3. Copy of the ID of the owner of the company.

**Kindly complete the checklist in Annex IV while attaching, signing, stamping the tender documents. Please, note, that in case of 1 missing document or the document which was not stamped and signed, it will be rejected by the Tender Committee.**

**Any documentation related to good environmental practices, type of chemical used, International environmental norms applied, and/or compliance certificate with national and international environmental regulations will be highly appreciated in the file**

##### Failure to provide all of the above and in the formats stipulated may result in disqualification of the Tenderer’s proposal.

### **7. Call for Tender Process**

SOLIDARITÉS INTERNATIONAL reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous.

SOLIDARITÉS INTERNATIONAL does not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Call for Tenders closing date.

SOLIDARITÉS INTERNATIONAL reserves the right to select a shortlist of pre-selected suppliers, based on the criteria announced in article 13 of the present document. Further discussions and competitive dialogue may then be conducted with the pre-selected suppliers.

SOLIDARITÉS INTERNATIONAL reserves the right to alter the dates of the timetable.

### **8. Period of validity**

Suppliers shall be bound by their tenders for a period of ninety (90) days minimum from the deadline for submission of tenders.

However, the Prices and conditions defined in the framework signed with the selected supplier will be valid **for a year after framework signature**.

### **9. Currency of tenders**

Tenders must be presented in **NAIRA, WHT Included**.

### **10. Language of offers and procedure**

The offers, all correspondence, and documents related to the tender exchanged by the bidder and SOLIDARITÉS INTERNATIONAL must be written in English.

### **11. Alteration or withdrawal of tenders**

Bidders may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 3. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

### **12. Costs of preparing tenders**

All costs incurred by the bidder in preparing and submitting the tender are not reimbursable. All such costs will be borne by the bidder.

### **13. Opening, evaluation of tenders and selection criteria**

The opening and examination of tenders are for the purpose of checking whether the tenders are complete and whether the tenders are generally in order.

The subsequent evaluation of the tenders shall be carried out in Maiduguri by an Evaluation Committee made up of representatives of SOLIDARITÉS INTERNATIONAL.

**Tenders will be evaluated on the criteria listed below:**

* Ability to meet the requirements of the Call for tenders.
* Compliance with SOLIDARITÉS INTERNATIONAL terms and conditions
* Prices based on the list of items requested and the estimated quantities/value for money
* Capacity of supply
* Possibility to have a contingency stock for SOLIDARITÉS INTERNATIONAL
* Quality of the items
* Core activity of the supplier related to the supply of the sleeping materials
* Reputation in Borno State area, company location, experience with INGOs
* Size of the company in terms of Human Resources and Warehouse(s)
* Company registration documents
* Payment Terms and Conditions
* Willingness to enter into a 1-year framework agreement with SOLIDARITÉS INTERNATIONAL
* Validity of the offer

In the interests of transparency and equal treatment and without being able to modify their tenders, bidders may be required, at the sole written request of the evaluation committee, to provide clarifications within forty-eight (48) hours. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting the performance of the contract or distorting competition.

Any attempt by a bidder to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence SOLIDARITÉS INTERNATIONAL in its decision concerning the award of the contract will result in the immediate rejection of his tender. No liability can be accepted for the late delivery of tenders. Late tenders will be rejected and will not be evaluated.

**After the first selection of suppliers, SOLIDARITÉS INTERNATIONAL will ask the remaining suppliers to bring a sample or to provide pictures of their items to control if the quality is according to the specifications.**

**A second and final selection will decide the successful bidder(s).**

### **14. Notification award and contract signature**

The successful bidder(s) will be informed in writing that its tender has been accepted (notification of award). SOLIDARITÉS INTERNATIONAL will send the signed framework agreement purchase documents in two original copies to the successful bidder.

If the successful tenderer fails to sign and send back the contract within ten (10) working days, SOLIDARITÉS INTERNATIONAL can consider after notification the award as null and void.

**Before the signature of the contract,** **SOLIDARITÉS INTERNATIONAL will inspect the facilities of the selected tenderer that will be allocated for the item. SOLIDARITÉS INTERNATIONAL reserves the right to select another tenderer if the capacity is deemed not to be adequate or compatible with that stated in the tender file.**

The unsuccessful tenderer(s) will be informed in writing within 10 days of the finalization of the selection shortly after the award.

### **15. Ownership of tenders**

SOLIDARITÉS INTERNATIONAL shall retain ownership of all tenders received under this tender procedure. Consequently, bidders have no right to have their tenders returned to them.

### **16. Contract**

The agreement that will be concluded between the successful tenderer and **SOLIDARITÉS INTERNATIONAL** is done according to **SOLIDARITÉS INTERNATIONAL** Standard Framework Agreement. A framework agreement does not engage SOLIDARITÉS INTERNATIONAL to purchase any quantities for the duration of the framework agreement.

In this Agreement, the successful tenderer will be referred to as “the supplier”.

### **17. Cancellation of the tender procedure**

In the event of a tender procedure's cancellation, bidders will be notified by **SOLIDARITÉS INTERNATIONAL**.

If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

1. The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
2. The economic or technical parameters of the project have been fundamentally altered.
3. Exceptional circumstances or *force majeure* render normal performance of the project impossible;
4. All technically compliant tenders exceed the financial resources available;
5. There have been irregularities in the procedure, in particular where these have prevented fair competition.

**Under no circumstances will SOLIDARITÉS INTERNATIONAL be liable for damages, whatever their nature (in particular damages for loss of profits) or relation with the cancellation of a tender, even if SOLIDARITÉS INTERNATIONAL has been warned of the possibility of damages.**

**The publication of a procurement notice does not commit SOLIDARITÉS INTERNATIONAL to implement the announced program or project.**

### **18. Ethics**

SOLIDARITÉS INTERNATIONAL pays very careful attention to working with companies that commit to respect basic Ethics Rules.

The tenderers have to read and understand the Code of Conduct as defined by **SOLIDARITÉS INTERNATIONAL** and introduced in Annex I of this tender dossier. The tenderers will be required to fill it in and sign.

# **TECHNICAL and COMMERCIAL SPECIFICATIONS**

### **19. Technical description of the Goods**

The subject of the call for tender is the supply and delivery of sleeping materials by the supplier.

#### **19.1 List of Items**

**SOLIDARITÉS INTERNATIONAL expects suppliers to be able to supply as many items as possible.**

|  |  |  |  |
| --- | --- | --- | --- |
| **S No** | **Items** | **Unit** |  **Estimated quantity for current SI projects (per year)**  |
|
| 1 | 2"x2"x11' sawn hard wood | Pcs | 1,000 |
| 2 | 2"x3"x11' sawn hard wood | Pcs | 135,550 |
| 3 | 2"x4"x11' sawn hard wood | Pcs | 100,000 |
| 4 | Lumber 1"x4" x 11'; Oro | Pcs | 500 |
| 5 | Lumber 2"x 1" x 11'; Oro | Pcs | 1,000 |
| 6 | Lumber 2"x2" x 11'; obeche | Pcs | 1,000 |
| 7 | Lumber 2"x2" x 11'; Oro | Pcs | 1,000 |
| 8 | Lumber 2"x3" x 11'; obeche | Pcs | 135,550 |
| 9 | Lumber 2"x3" x 11'; Oro | Pcs | 135,550 |
| 10 | Lumber 2"x4" x 11'; Obeche | Pcs | 100,000 |
| 11 | Lumber 4"x4" x 11'; Agbom | Pcs | 500 |
| 12 | 6MM THICK PLYWOOD (1.2 X 2.4M) | Pcs | 1,000 |
| 13 | Marine Plywood for formwork 3/4"x4'x8' | Pcs | 1,500 |
| 14 | 1" x 11' long batten | Pcs | 100,000 |
| 15 | 1" x 11' long batten (bundle of 50 pcs) | bundle | 2,000 |

**THE ESTIMATED QUANTITIES ABOVE ARE ONLY AN ESTIMATION OF THE QUANTITIES THAT SOLIDARITES INTERNATIONAL MAY BUY DURING THE VALIDITY OF THE AGREEMENT SIGNED WITH THE SUCCESSFUL BIDDER.**

**SOLIDARITES INTERNATIONAL IS NOT COMMITTED TO PURCHASE ANY DEFINED QUANTITIES THROUGH THE FRAMEWORK AGREEMENT.**

**THE SUPPLIER MUST PROVIDE THE PRICES FOR ALL THE ITEMS, IN CASE EVEN ONE PRICE IS MISSING, THE OFFER WILL BE REJECTED**

**THE ITEMS’ SPECIFICATIONS FOR ALL THE GOODS MUST BE INCLUDED IN THE QUOTATION (SEE ANNEX III AS AN EXAMPLE).**

**THE SPECIFICATIONS MUST NOT BE A COPY/PASTE FROM ANNEX III BUT MUST REFLECT THE ITEMS PROVIDED BY THE BIDDERS.**

### **20. Delivery conditions**

#### **20.1 Delivery**

SOLIDARITÉS INTERNATIONAL expects suppliers to be able to give the most accurate delivery duration for the supply of sleeping materials according to the quantity requested.

SOLIDARITÉS INTERNATIONAL shall bear no responsibility over losses or damages of the procured products incurred during the performance period and before acceptance of said products.

It is therefore up to the supplier to ensure the products if necessary.

#### **20.2 Documentation**

Before each delivery, the supplier has to submit a copy of the delivery note and all the shipping documents detailed below BEFORE loading and shipping the goods, in order to get the formal agreement from SOLIDARITÉS INTERNATIONAL to deliver the goods.

For every consignment, the supplier shall always send a delivery note. Delivery slips shall necessarily bear the Agreement Reference and/or Purchase order number, batch numbers, serial numbers if any, the full designation and quantities of the delivery.

Added to the delivery note, the selected supplier will also have to provide SOLIDARITÉS INTERNATIONAL with:

* Packing List
* A commercial invoice

The Supplier commits to inform SOLIDARITÉS INTERNATIONAL of any constraint or specific regulation linked to the goods or service supply or to the country of importation

### **21. Quality of the product**

#### **21.1 Quality Guarantee**

The supplier bears the responsibility to verify and certify that the goods they supply are in keeping with the conditions applicable to them.

The supplier commits to provide SOLIDARITÉS INTERNATIONAL with goods that will not be subject to a manufacturing defect, that has not been exposed to contamination, or to anything causing premature wear.

Any non-compliance will result in the refusal of the products.

The quality required for the items is specified in Annex III.

#### **21.2 Delivery inspection and acceptance of the delivery**

A SOLIDARITÉS INTERNATIONAL representative will carry out the delivery inspection of the products.

The delivery inspection will take place in the warehouse of the supplier or SOLIDARITÉS INTERNATIONAL warehouse.

The objective of the delivery inspection will be to assess the compliance with the terms of the contract of:

* The documentation provided by the supplier
* The quantity delivered/loaded
* The quality of the product delivered/loaded

SOLIDARITÉS INTERNATIONAL representative will indicate any remarks or non-conformity of the products on the delivery note provided by the supplier. These remarks will be the ground for possible payment deductions.

If the delivery inspection concludes that the delivery complies with the requirements of the contract, SOLIDARITÉS INTERNATIONAL will accept the products. Any non-compliance will result in the refusal of the products. Refer to article 22 for the conditions of replacement of non-conform products.

### **22. Non conformity of delivery**

#### **22.1 Quality and condition**

Should the quality or the condition of the products not satisfy SOLIDARITÉS INTERNATIONAL requirements at the moment of the delivery inspection, SOLIDARITÉS INTERNATIONAL reserves the right to demand:

* The delivery of products that conform to the order. They will need to be replaced by the supplier at his/her own expense. The replacement will be executed as soon as possible, at the latest within seven (7) calendar days from the discovery of the non-compliance. The replaced products will again be subject to the rules laid down in this agreement.
* or the immediate reimbursement of the payment
* or the cancellation of the order

If the supplier is not able to replace the defective goods within the agreed timeframe, SOLIDARITÉS INTERNATIONAL reserves the right to ask for the immediate reimbursement of the payment or down payments if any, and to simply cancel the order, totally or partially if the defective goods were a partial delivery agreed upon by the parties.

#### **22.2 Quantity**

SOLIDARITÉS INTERNATIONAL reserves the right to refuse any delivery in excess of the current agreement and to ship it back at the supplier’s expense.

In case SOLIDARITÉS INTERNATIONAL decides to accept the over-quantity, an acceptation comment will be clearly added on the delivery note, at the time of delivery.

On the other hand, if any products are missing at the delivery, the missing quantity will be delivered as soon as possible, at the latest seven (7) days after its discovery, at the expense of the supplier. The then delivered products will be subject to the rules laid down in this agreement.

#### **22.3 Late Delivery**

Due to the emergency and constraint triggered off by SOLIDARITÉS INTERNATIONAL specific humanitarian activities, the delivery dates are fixed and mandatory.

The supplier has to notice SOLIDARITÉS INTERNATIONAL about any potential delay, as soon as he is aware of it, in order to anticipate and minimize the consequences.

If no agreement can be found, and even if the supplier has informed SOLIDARITÉS INTERNATIONAL upfront, if the delay is solely the supplier’s responsibility, penalties below will apply.

In the event of the Supplier being late for delivering the products, a penalty of ten percent (10%) of the total order amount shall apply per week of delay. Any fractional part of a week is to be considered a full week. These penalties do not apply in case of force majeure, or if the delay is the responsibility of SOLIDARITÉS INTERNATIONAL.

If delivery does not take place one month after the set delivery deadline, the order will be deemed void.

### **23. Invoicing & Payment**

#### **23.1 Invoicing**

Payments will occur after acceptance of the products by a SOLIDARITÉS INTERNATIONAL representative and upon receipt of one original invoice and the delivery note issued by the supplier.

#### **23.2 Payment**

All payments will be exclusively made by Bank Transfer, Cash or Cheque on behalf of the supplier.

The currency of payment is **NAIRA.**

Payment schedule:

100 % will be paid after delivery and acceptance by SOLIDARITÉS INTERNATIONAL of the total quantity of products.

In order to claim payments, the supplier must provide SOLIDARITÉS INTERNATIONAL with the following documents **for each item supplied**:

* One original invoice
* Delivery notes signed by SOLIDARITÉS INTERNATIONAL

**Annexes**

Annex I: Code of Conduct for Vendors

Annex II: Supplier Questionnaire

Annex III: Checklist for the submission of tender’s documents

Annex IV: Technical and commercial specifications

# Annex I: SI CODE OF CONDUCT FOR VENDORS

Code of conduct for vendors

SOLIDARITÉS INTERNATIONAL is a non-governmental organization. Private, non-political, non-denominational and non-profit-making, it was set up in France in 1980 to intervene in countries throughout the world. Solidarités’ vocation is to save lives by combating suffering, hunger, disease, and those crises threatening the lives of helpless men, women and children.

To conduct its activities, SOLIDARITÉS INTERNATIONAL is procuring supplies, services & works through vendors. Award of markets will be made respecting transparency of selection, equality of opportunities as much as possible. However, due to the very nature of its activities, SOLIDARITÉS INTERNATIONAL reserves the right to limit the publicity surrounding the selection process.

This code of conduct for vendors should be respected by vendors at any stage of the relationship between a vendor and SOLIDARITÉS INTERNATIONAL. As such, any breach of below statements by a vendor would lead to exclusion of future market awards and termination of existing contracts & relationships.

Human Rights & Working Conditions:

SOLIDARITÉS INTERNATIONAL expects suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.

SOLIDARITÉS INTERNATIONAL expects suppliers to prohibit forced or compulsory labor in all its forms.

SOLIDARITÉS INTERNATIONAL expects suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.

SOLIDARITÉS INTERNATIONAL expects suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

SOLIDARITÉS INTERNATIONAL expects suppliers and its subcontractors to protect all people from sexual abuse and sexual exploitation, meaning any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Similarly, the term "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

SOLIDARITÉS INTERNATIONAL expects suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. The wages, hours of work and other conditions of work provided by suppliers should at minimum not be less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.

SOLIDARITÉS INTERNATIONAL expects suppliers to fulfil their obligations under local law regarding social contributions & tax payments.

SOLIDARITÉS INTERNATIONAL expects suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.

SOLIDARITÉS INTERNATIONAL expects suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

SOLIDARITÉS INTERNATIONAL expects suppliers to refrain from, and comply with any regulations and supporting obligations on, human trafficking and modern slavery. Examples include, but are not limited to, the International Labor Organization Protocol of 2014 to the Forced Labor Convention, 1930, the US Trafficking Victims Protection Act (as amended) and the UK Modern Slavery Act (as amended).

Health and Safety

k. SOLIDARITÉS INTERNATIONAL expects suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.

SOLIDARITÉS INTERNATIONAL expects suppliers to take due care to ensure their work product meets relevant national or international standards. Suppliers must 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. SOLIDARITÉS INTERNATIONAL expects 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.

Environmental and Ethical

SOLIDARITÉS INTERNATIONAL expects suppliers of materials containing tantalum, tin, tungsten or gold to know where those minerals were mined and to provide that content and source information to the relevant SOLIDARITÉS INTERNATIONAL member if asked.

The Supplier represents and warrants that neither it nor any of its subcontractors are violating any international environmental agreements or relevant national legislation.

SOLIDARITÉS INTERNATIONAL expects suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. SOLIDARITÉS INTERNATIONAL expects suppliers to reduce or eliminate waste of all types, including water and energy, at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials; and to undertake initiatives to promote environmental responsibility and sustainability.

SOLIDARITÉS INTERNATIONAL expects suppliers to identify and manage chemical and other materials posing a hazard if released to the environment; and to ensure their safe handling, movement, storage, recycling or reuse and disposal.

Business Practices

The Supplier represents and warrants that neither it nor any of its subcontractors are actively and directly engaged or indirectly engaged in patent activities, development, assembly, production, stockpiling, trade or manufacture of weapons including but not limited to mines, firearms, chemical weapons, biological weapons and nuclear weapons.

SOLIDARITÉS INTERNATIONAL expects suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, active corruption (understood as deliberately promise or give an advantage to an official for him/her to act or refrain from acting in accordance with his duty in a way which damages or is likely to damage SOLIDARITÉS INTERNATIONAL or institutional donors financial interests), fraud (understood as the use or presentation of false, incorrect or incomplete statements or documents, but also as misapplication of such funds for purposes other than those for which they were originally granted) , money-laundering, bribery or terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions.

The Supplier represents and warrants that neither it nor any of its subcontractors are engaged in any sort of illegal activities.

SOLIDARITÉS INTERNATIONAL expects suppliers to respect and comply with all the laws governing intellectual property rights assertions, including protection against disclosure, patents, copyrights, and trademarks.

SOLIDARITÉS INTERNATIONAL expects the Supplier to disclose any situation that may appear as a conflict of interest, and disclose to any relevant member of SOLIDARITÉS INTERNATIONAL if any official or staff of SI, or professional under contract with SI may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

SI considers that 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, that these exchanges do not violate the rules and standards of SOLIDARITÉS INTERNATIONAL, and are consistent with reasonable marketplace customs and practices.

SOLIDARITÉS INTERNATIONAL expects suppliers to maintain full compliance with all laws and regulations applicable to their business. When conducting international business, suppliers must comply with local laws and regulations as applicable.

SOLIDARITÉS INTERNATIONAL expects suppliers to understand and comply with applicable international trade control laws and regulations, including those related to economic sanctions, customs requirements, and export controls.

SOLIDARITÉS INTERNATIONAL expects suppliers to create and keep 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.

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

SOLIDARITÉS INTERNATIONAL expects suppliers 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 SOLIDARITÉS INTERNATIONAL of the information.

All sensitive information provided during business relations by SOLIDARITÉS INTERNATIONAL must be handled in accordance with EU regulation 2016/679 on data protection. Suppliers 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. Suppliers must comply with all applicable data privacy laws. Suppliers shall ensure the extension of this requirement to all sub‐tier sources they contract or employ.

Code of conduct monitoring & whistleblowing

The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to SOLIDARITÉS INTERNATIONAL members. SOLIDARITÉS INTERNATIONAL expects suppliers to strive to exceed both international and industry best practices. SOLIDARITÉS INTERNATIONAL also expects that suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct. It is recognized that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and SOLIDARITÉS INTERNATIONAL encourages suppliers to continually improve their workplace conditions accordingly.

SOLIDARITÉS INTERNATIONAL asks suppliers to promptly report deviations from this Supplier Code of Conduct to the relevant SOLIDARITÉS INTERNATIONAL member for resolution between the supplier and that member.

SOLIDARITÉS INTERNATIONAL expects suppliers to provide their employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. Suppliers are expected to take action to prevent, detect, and correct any retaliatory actions.

I, the undersigned [Name & Title] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, representing [name of the company] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ declare that I understand the requirements of the above code of conduct for vendors and undertake to comply with them in the course of my activities.

Signed on the [Date]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Kindly sign the SI’s Code of Conduct for Vendors. Please, note, that if this document is not signed by your company, your offer will be rejected by the Tender Committee**

# Annex II: Supplier Questionnaire

**Company Name:**

**Publication reference: FD-NGA-00283**

|  |  |
| --- | --- |
| Company Name: |  |
| Company Address: |  |
| Contact Name: |  |
| Contact Position / title: |  |
| Contact Details (Phone / Email): |  |

|  |
| --- |
| **Company Information:** |
| **1** | Is your company registered in Nigeria? |
|  |
| **2** | Where your company is based? |
|  |
| **3** | When was it registered? |
|  |
| **4** | Is your company part of an international company? |
|  |
| **5** | Do you have other offices/plants in the country? Where? |
|  |
| **6** | How many employees work for your company in the country?  |
|  |
| **Customer References:** |
| **7** | Have you worked in the past with SOLIDARITÉS INTERNATIONAL (detail year and activity)? |
|  |
| **8** | Please provide names and contacts of 3 Humanitarian NGOs to whom you have recently provided the same kind of products |
|  |
| **9** | Please provide names and contacts of 3 Public or Private companies to whom you have recently provided the same kind of products |
|  |
| **Technical Capacity:** |
| **10** | What is your core activity? |
|  |
| **11** | Do you subcontract to other companies for the supply of Sleeping materials?  |
|  |
| **11** | What other products/services do you offer? |
|  |
| **12** | How many employees does your company manage?  |
|  |
| **FOR TENDERS on SUPPLY OF PRODUCTS:** |
| **13** | Are you the manufacturer of the products presented in the offer? |
|  |
| **14** | If yes: where is the manufacturing site located? |
|  |
| **15** | Do your company need to subcontract to another supplier for the provision of 100% of the requested items?  |
|  |
| **16** | Do you have warehouse(s)? |
|  |
| **17** | Where are they located? |
|  |
| **18** | What is the average volume/value of your stock? |
|  |
| **19** | Can you hold dedicated stocks for your customers? |
|  |
| **Delivery Capacity (for SUPPLY of PRODUCTS):** |
| **20** | Can you manage delivery to SOLIDARITÉS INTERNATIONAL bases in Maiduguri? |
|  |
| **21** | Can you commit to a deadline for delivery (with penalties in case of delay)? |
|  |
| **Financial Conditions:** |
| **22** | What is the validity of your offer? (minimum 90 days): |
|  |
| **23** | If you get awarded the agreement, will you offer fixed prices for 1 Year? **YES or NO** |
|  |
| **24** | In which currency do you invoice your customers? |
|  |

# Annex III: Checklist for the submission of tender’s documents

|  |  |
| --- | --- |
| **Necessary information and documents on the offer** | **Please, attach, specify and tick here** |
| Supplier Questionnaire | □ Fully completed□ Each page is stamped and signed |
| Proof of company registration in Nigeria | □ Signed and stamped□ Attached |
| Tax Payer Registration certificate  | □ Signed and stamped□ Attached |
| Quotation or detailed price offer | □ In Naira□ Unit prices **includes** WHT□ Quotation stamped□ Quotation signed□ Quotation attached |
| On the quotation all the elements as listed stated: | □ Unit price□ Total price□ Currency in Naira□ Delivery time□ Validity of quotation□ Payment method (bank transfer/cash/cheque)□ Payment condition□ WHT 5% Included□ Past experience: name of the INGOs are stated together with the reference contact details□ Representative name of your company + Address + phone number are stated□ TIN number is specified□ Registration number is specified□ The quotation is signed and stamped□ Date on the quotation is specified |
| Solidarites International’s Code of Conduct | □ Filled□ Signed by the duly authorized person on each page |
| Copy of at least 2 agreements with others INGOs and/or UN Agencies signed in 2020 for the supply of Wood and / or work certificates | □ Attached□ Signed and stamped |
| ID of the owner of the company | □ Attached□ Signed and stamped |

# Annex IV: Technical and commercial specifications

|  |  |  |
| --- | --- | --- |
| **S No** | **Items** | **Unit** |
|
| 1 | 2"x2"x11' sawn hard wood | Pcs |
| 2 | 2"x3"x11' sawn hard wood | Pcs |
| 3 | 2"x4"x11' sawn hard wood | Pcs |
| 4 | Lumber 1"x4" x 11'; Oro | Pcs |
| 5 | Lumber 2"x 1" x 11'; Oro | Pcs |
| 6 | Lumber 2"x2" x 11'; obeche | Pcs |
| 7 | Lumber 2"x2" x 11'; Oro | Pcs |
| 8 | Lumber 2"x3" x 11'; obeche | Pcs |
| 9 | Lumber 2"x3" x 11'; Oro | Pcs |
| 10 | Lumber 2"x4" x 11'; Obeche | Pcs |
| 11 | Lumber 4"x4" x 11'; Agbom | Pcs |
| 12 | 6MM THICK PLYWOOD (1.2 X 2.4M) | Pcs |
| 13 | Marine Plywood for formwork 3/4"x4'x8' | Pcs |
| 14 | 1" x 11' long batten | Pcs |
| 15 | 1" x 11' long batten (bundle of 50 pcs) | bundle |