

Invitation to Bid

DRC Offices Maiduguri:
No. 10 Nguru Road, Off Damboa Road,
Maiduguri, Borno State,
Nigeria.

7 November 2024

To: All Suppliers

Invitation to Bid No.: NGA-ITB-019-24 Supply of Non-food items (NFI), Shelter related and WASH water spare parts

Dear Sir/Madam:

The Danish Refugee Council (DRC) has received a grant from various donors for the implementation of the humanitarian aid operation in the Northeast of Nigeria. Part of this operation is the **Supply of Non-food items (NFI), Shelter related and WASH water spare parts**. Therefore, the DRC requests you to submit price bid(s) for the supply of the item(s) listed on the attached DRC Bid Form Annex A.

I. TENDER DETAILS

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
1	ITB published	20 th November-2024
2	Clarification/Technical questions	Write to haytham.saed@drc.ngo
3	Closing date for clarifications	4 th December-2024 (16:00 Time-UTC+1) 4:00pm
4	Closing date and time for receipt of bids	11 th December -2024 (16:00 Time-UTC+1) 4:00pm Nigeria Time
5	Tender Opening Location	DRC Maiduguri Office (No. 10 Nguru Road, Off Damboa Road, Maiduguri, Borno State)
6	Tender Opening Date and time	12 December -2024 (10:00 Time-UTC+1) 10:00 am Nigeria time <i>*Bidder who wish to attend the Tender Opening can send an email to procurement.nga@drc.ngo</i>

PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE

II. IMPORTANT INFORMATION REGARDING THIS ITB:

- This ITB is launched for the purpose of establishing a Framework Agreement with the supplier (s) for **Supply of Non-food items (NFI), Shelter related and WASH water spare parts**. for a period of 12 months.
- An extension up to 12 months is possible with the request of Purchaser and approval from Supplier.

NGA-ITB-001-23 NFI AND SHELTER KITS

- A Framework Agreement is not binding DRC to place any Purchase Orders. DRC will place orders to the awarded supplier based on the agreement as per its requirement.
- **Items on the Framework Agreement will be ordered separately for customized kits.**
- **Each Lot may be awarded to different suppliers (Cherry picking can also be done) if it represents best value for DRC**
- This tender is divided into 3 lots, bidders can bid for any or various Lots.
- Lots are as follows.
 - Lot 1 - WASH & Shelter _ NON-FOOD ITEMS
 - Lot 2 – Supply of Construction materials.
 - Lot 3 - Supply of tools and spare parts of water facilities
- DRC may choose to cancel the agreement if deemed necessary.
- DRC may choose to split the contract award to more than one supplier.
- The delivery time of the supply shall be within **18 calendar days** of placing order. DRC may terminate the contract or impose other penalties if supplier fails to deliver items within this period.
- All supplies shall be delivered as per DDP INCOTERMS 2020
- Delivery locations

III. SELECTION AND AWARD CRITERIA

This tender will be awarded to the lowest cost technically compliant bid. The technical evaluation criteria are as per the specifications stated in Annex A.

A. Administrative Evaluation

A bid shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Bids that are deemed administratively non-compliant may be rejected. The documents listed below shall be submitted with your bid.

#	Annex #	Document	Instructions
1	A1	Bid Form (Technical)	Complete ALL sections in full, sign, stamp and submit (Mandatory)
2	A.2	Bid Form (Financial)	Complete ALL sections in full, sign, stamp and submit. (mandatory) <i>*Submit as a pdf, jpeg, tif format, or the same type for bidders submitting by email, financial bid form submitted in MS word or excel formats, will result in the bid being disqualified</i>
3	B	Tender and Contract Award Acknowledgement Certificate	Complete ALL sections in full, sign, stamp and submit (Mandatory)
4	c	General condition for Contract	Read and understand, will be required at the contract signing stage.
4	D	DRC Supplier Code of Conduct	Read and sign (Mandatory)
5	E	Supplier Profile and Registration Form	Complete ALL sections in full, sign, stamp and submit – Mandatory for suppliers not registered with DRC

6	F	Experience and References	Complete the Annex F form by providing 2 references preferably with INGOs or government organizations other than DRC.
7	NA	Proof of experience	<p>Bidders are required to provide at least two (2) proofs of experience in supplying similar items to organizations. Preferably, these supplies should be to other INGO, NGOs, or UN Agencies.</p> <p>To comply with this requirement, we will accept any of the following documents as valid proof:</p> <ul style="list-style-type: none"> • Framework Agreement with the organization • Goods Received Note (GRN) signed by the purchaser. • Delivery Note signed by the purchaser. <p>These documents are mandatory for demonstrating relevant experience.</p> <p>(Mandatory)</p>
8	NA	Company registration Document	Submit a copy.
9	NA	Tax Clearance valid no less than 31st December 2023	Submit a copy
10	NA	SCUML Certificate or Proof of request	Submit a copy
11	NA	Sample	<p>Bidders must submit a sample for each item listed in Section VI.</p> <p>Bids without samples will be rejected, and vendors may not be contacted for an opportunity to resubmit.</p> <p>Please note that if samples are not requested at this stage for some of the items, vendors will be required to provide physical samples of each item upon contract award and before the commencement of mass delivery.</p>
12		Bank Statement	<p>Provide 24 months bank statement (October 2022 – September 2024)</p> <p>(Mandatory)</p>

Note: failure to provide mandatory documents (where applicable) will result in disqualification

If any information required during the administrative evaluation is not provided by the bidders, DRC may choose to request bidders to supply this information within 48 hours of the tender opening. Please note that this is only applicable for documentation that does not alter the details in the bid, such as price information.

B. Technical Evaluation

To be technically acceptable, the bid shall meet or exceed the stipulated requirements and specifications in the ITB. A Bid is deemed to meet the criteria if it confirms that it meets all mandatory conditions, procedures, and specifications in the ITB without substantially departing from or attaching restrictions with them. If a Bid does not technically comply with the ITB, it will be rejected.

The technical criteria are stipulated in Annex A.1 – Technical Bid Form.

#	Criteria	Yes/No
1	The delivery time of the supply shall be within 18 calendar days of placing the order.	
2	Samples must be submitted with the bid for all items listed in section VI for lot 1 and lot 2 (see- section VI below for detail list of items to be submitted) and Offered specifications must match our request. (Lot 3 no sample is required)	
3	The awarded supplier must deliver to all LGAs within Borno with the same price fixed throughout the contract duration.	

Note: Supplier who failed to meet up the above criteria cannot proceed to financial.

C. Financial Evaluation

All bids that pass the Technical Evaluation will proceed to the Financial Evaluation. Bids that are deemed technically non-compliant will not be financially evaluated.

financial evaluation is based on the overall bid price for each lot and will take into account the lowest cost technically compliant offer or as it deemed.

IV. TENDER PROCESS

The following processes will be applied to this Tender:

- Tender Period
- Tender Closing
- Tender Opening
- Administrative Evaluation
- Technical Evaluation
- Financial Evaluation
- Contract Award
- Notification of Contract Award

V. SUBMISSION OF BIDS

Bidders are solely responsible for ensuring that the full bid is received by DRC in accordance with the ITB requirements, prior to the specified date and time mentioned above. DRC will consider only those portions of the bids received prior to the closing date and time specified.

All responsive Bids shall be written on the **DRC Bid Form (Annex A.1 and A.2)**.

Beyond the DRC Bid Form, the following documents shall be contained with the bid:

- **Tender & Contract Award Acknowledgment Certificate (Annex B),**
- **Supplier Profile and Registration form (Annex E),**
- **Experience (Annex F), with Company Registration and SCUML and Samples.**
- **Bank statement for 24 months bank statement**

Bids not submitted on Annex A, or not received before the indicated time and date as set forth on page 1, or delivered to any other email address, or physical address will be disqualified.

Bids submitted by mail, email or courier by so is at the Bidders risk and DRC takes no responsibility for the receipt of such Bids.

Bidders are solely responsible for ensuring that the full Bid is received by DRC in accordance with the ITB requirements.

A. Hard Copy

Note: (in case of lockdown our office will be closed, and bids must be submitted by email as per guidance in section B below):

Hard copy Bids shall be separated into 'Financial Bid' and 'Technical Bid':

- The Financial Bid shall only contain the financial bid form, Annex A.2
- The Technical Bid shall contain all other documents required by the tender as mentioned in section A. Administrative Evaluation but excluding any pricing information.

Annex A-Technical with all other documents to be placed in another **sealed** envelope **signed**, and **stamped** marked as follows:

**ITB No: NGA-ITB-019-24 Supply of Non-food items (NFI),
Shelter related and WASH water spare parts**

TECHNICAL BID

Bidder Name:

Lot No:

Only Annex A-Financial to be placed in a separate in a **sealed** envelope **signed** and **stamped** marked as follows:

**ITB No: NGA-ITB-019-24 Supply of Non-food items (NFI),
Shelter related and WASH water spare parts.**

FINANCIAL BID

Bidder Name:

Lot No:

Both envelopes shall be placed in an outer **sealed** envelope, **signed**, and **stamped** addressed and delivered to:

**ITB No: NGA-ITB-019-24 Supply of Non-food items (NFI), Shelter
related and WASH water spare parts.**

DRC Offices Maiduguri:
No. 10 Nguru Road, Off Damboa Road,
Maiduguri, Borno State,
Nigeria.

B. Email submission

Bids can be submitted by email to the following dedicated, controlled, & secure email address:

tender.nga@drc.ngo

When Bids are emailed, the following conditions shall be complied with:

- **The ITB number shall be inserted in the Subject Heading of the email**
- **Separate emails shall be used for the 'Financial Bid' and 'Technical Bid', and the Subject Heading of the email shall indicate which type the email contains.**
 - The Financial Bid shall only contain the financial bid form, Annex A.2
 - The Technical Bid shall contain all other documents required by the tender as mentioned in section A. Administrative Evaluation, but excluding any pricing information

- Bid documents required, shall be included as an attachment to the email in PDF, JPEG, TIF format, or the same type of files provided as a ZIP file. Documents in MS Word or excel formats, will result in the bid being disqualified.
- Email attachments shall not exceed 4MB; otherwise, the bidder shall send his bid in multiple emails.

Failure to comply with the above may disqualify the Bid.

DRC is not responsible for the failure of the Internet, network, server, or any other hardware, or software, used by either the Bidder or DRC in the processing of emails.

DRC is not responsible for the non-receipt of Bids submitted by email as part of the e-Tendering process.

Bids can be submitted in one of two ways, hardcopy or electronically. If the Bidder submits a Bid in both Hardcopy and electronically, DRC will choose the version that is the most advantageous to DRC.

VI. SUBMISSION OF SAMPLES

Samples listed for Lot 1 and lot 2 is a mandatory requirement part for this tender. Any bid without samples will be rejected. The submitted samples of non-awarded bidders may be returned to the bidder at their own cost after the award is completed. The samples of the selected bidder will remain with DRC as part of the bid,

LOT 1- Samples = All samples

S/N	Items	Description	Unit of Measure	QTY
1	Foldable Mattress	<p>NFI Foldable Mattress: Double sided folded mattress</p> <p>Type of Foam: Medium Polyurethane foam, 25kg/m³; thickness: 10cm.</p> <p>Minimum, in 1 piece not glued</p> <p>Cover: Woven polyester 75g/m² minimum OR non-woven, polypropylene of 100g/m² minimum, with strong plastic zip.</p> <p>Size: 2m x 0.7m</p> <p>Thickness: 0.05m thickness (When flattened without folds)</p> <p>Weight: 2kg</p> <p>Packaging: Wrapped in a water-tight micro perforated plastic. film and covered with a polypropylene or jute woven bag, compressed to minimum 75% rate. Recovery after opening</p>	Piece	1

		minimum 96% after 24h Folded and compressed individually		
2	Synthetic Sleeping Mats	The mats shall be from 100% synthetic in a tightly woven 2/2 structure using a monofilament warp and thick tape pp yarn in weft. the widths are to be secured with a woven, bias binding tape with stitches, through the fabric of the mat. Size: 1.8 x 0.9 M, Weighth: 0.500 kg/sq m minimum, material: Trim finished, waterproof and tear poof	Piece	1
3	Blanket	Use: For cold climates, Composition: Polyester 100%, TOG (Thermal Resistance of Garment): Min 1.5, Bursting strength: 350 KPA, min: 25 kg both ways Thickness: min 3.5 mm under load of 20 g/cm2 Weight: 250 g/m2, Color: Assorted colors (Dark Blue, Grey, Brown, Dard ted), Dimension: 150 cmx 200 cm, Edges: Folded and Stitched.	Piece	1
4	Solar powered Torch	Solar rechargeable plastic LED torch light multi color with at least two (2) light sources, YH-404 Best solar energy panels flashlight with blister package Product Description 1. Battery for led torch (free maintenance): high capacity lead-acid>400Mah, Long life battery could be recycling plastic rechargeable led torch light	Piece	1
5	Solar powered Lamp	Rechargeable Solar Lamp, Built in Solar Rechargeable panel, Rating current: 300mA±10% Duration time: 9hr/torch Rechargeable battery: 4V 900mAh Lighting source: Bright LED	piece	1
6	Children's potty with lid, 3 liters	Plastic Children's potty with lid (Medium size, 3 liters), Anti-slip material on the underside; the potty won't slide so easily when your child is using it	Piece	1
7	Children's potty with lid, 4 liters	Plastic Children's potty with lid (Medium size, 4 liters), Anti-slip material on the underside; the potty won't slide so easily when your child is using it		
8	Reusable Sanitary Pads	1 Package has 6 Pcs in it.Top: Absorbent layer of Micro fleece 100% Polyester or	Pack	1

		<p>100% cotton (towel type).Inside: The absorbance part consists of at least two additional layers of 100% cotton (towel type) or 2 absorbent layers of Micro fleece,80% polyester and 20% polyamide. Bottom: Waterproof layer of Polyurethane Laminate (PUL)Shape: WingedStitching: Firmly stitched with overlock, using soft non-irritating thread.Color: Pink or blue colors. Color well fixed on the pad (the towel being immersed in clear water, the water should not be colored in the color of the pad).Absorption: The pad must have an absorption capacity of at least 40ml. (absorbent) OR 60ml (super absorbent).Size: Length: 28cm. Tolerance: +/- 5%, Width 20cm. Tolerance: +/- 5%Includes Button Plastic snap button, diameter Minimum 12mm. Metal snap buttons not accepted.General Quality: Soft, no bad smell, no skin irritation. Waterproof bag for sanitary towelPrimary pack: quality transparent sealed poly bag</p>		
9	Water purification tablet 67mg NaDCC	<p>Packet of 150 tabs - Each tablet to give approx. 0.2 mg/L residual chlorine when added to 10 liters of clear water (<10 NTU); tablets composition to contain 67mg NaDCC sodium dichloroisocyanurate (non- hazardous for air freight), packs to have instructions in English with expiring date more than 2 years from the date of supply Chlorine water disinfection at the household level. Must be suitable for use with water and for human consumption. Effervescent tablets contain a set amount of sodium dichloroisocyanurate (also called NaDCC, sodium troclosene or sodium dichloro-s-triazinetriene): tablets release the required amount of chlorine when dissolved in water. Certification: The anhydrous sodium dichloroisocyanurate (NaDCC) Improved NFI Kit Technical Specification</p>	Sachet	1

		compound must be certified by NSF International (or a delegated authority) in compliance with NSF/ANSI standard 60. The product must also comply with the EN 12931:2000 standard.		
10	Stainless Cups _ 0.5 liter	Stainless steel cups, 0.5-liter capacity with handle and rolled border edge, polished finish.	Piece	1
11	Stainless Cups _ 1.0 liter	Stainless steel cups, 1.0-liter capacity with handle and rolled border edge, polished finish.	Piece	1
12	Stainless Cups _ 1.5 liter	Stainless steel cups, 1.5-liter capacity with handle and rolled border edge, polished finish.	Piece	1
13	Cooking Pot _ 5 Liters	Aluminum 3-legged pot _ 5 litersWith lid. Bowl shaped parameter from the bottom side upwards connected to an inward circular bent and anoutward circular extended diameter at the topMaterial: Locally made aluminum. Chemical composition of semi products used for the fabrication of articles for use in contact with food.Minimum of 1.8kgLid: 1mm minimum thickness with strong durable handle.Handle must resist 2kg minimum loadFinish: No sharp edges, food grade surface finish	Piece	1
14	Cooking Pot _ 7 Liters	Aluminum 3-legged pot _ 7 liters With lid. Bowl shaped parameter from the bottom side upwards connected to an inward circular bent and an outward circular extended diameter at the top Material: Locally made aluminum. Chemical composition of semi products used for the fabrication of articles for use in contact with food. Minimum of 1.8kg Lid: 1.5mm minimum thickness with strong durable handle. Handle must resist 2kg minimum load Finish: No sharp edges, food grade surface finish	Piece	1
15	Kitchen Knife	Stainless steel blade, cutting edge 14/5 cm long, 2.4 wide with molded plastic handle.	Piece	1

16	Serving Spoon	Serving spoon, 35mL minimum, one-piece solid Stainless Steel with handle, no sharp edges food grade surface finished; at least 12inch minimum length.	Piece	1
17	Stainless Tray	Stainless steel tray: 45cm in die Nova stainless steel Trays high quality	Piece	1
18	Stainless Plate	Deep stainless-steel plates, 1 liter capacity, minimum 24/25cm diameter with border, 1 liter capacity, polished finish	Piece	1
19	Plastic paper bag	Plastic paper bag, Woven Polypropylene Bag Flexible Packaging	Piece	1
20	Toothbrush Adult	STANDARD SIZE: big soft toothbrush is standard sized. They are intended for adults certified dentist association of Nigeria	Piece	1
21	Toothbrush children	STANDARD SIZE: medium soft toothbrush is standard sized. They are intended for children; the product must be certified dentist association of Nigeria	Piece	1
22	Toothpaste 250 g- Adult	Toothpaste Red 250g contains an active zinc mouthwash which helps get rid of up to 99% of germs. The product must be certified dentist association of Nigeria	Piece	1
23	Tooth paste 50 g- Children	Toothpaste 50g contains an active zinc mouthwash which helps get rid of up to 99% of germs. The product must be certified dentist association of Nigeria	Piece	1
24	Toothpaste 65g- Children	Toothpaste 65g contains an active zinc mouthwash which helps get rid of up to 99% of germs. The product must be certified dentist association of Nigeria	Piece	1
25	Toothpaste 125 g- Adult	Toothpaste Red 125g contains an active zinc mouthwash which helps get rid of up to 99% of germs. The product must be certified dentist association of Nigeria	Piece	1
26	Nylon rope (Cloth line)	Nylon rope: cloth line 6mm thickness, made up of nylon 5m length	meter	2
27	Nylon rope (Cloth line)	Nylon rope: cloth line 6mm thickness, made up of nylon 20m length	meter	2
28	Multipurpose cloth (Wrapper)	Multipurpose pure cotton cloth, 6yards of 100% cotton	yard	2
29	Female under garment (pants) for adult women	Adult women, Female under garment high Quality pants with pure cotton material. pack 6 pcs	Piece	1

30	Female under garment (pants) for Adolescent girls	Adolescent girls, Female under garment high Quality pants with pure cotton material. pack 6 pcs	Piece	1
31	Hard bristle brush 9"stiff	Hard bristle brush 9"stiff synthetic with long Screw fit metal handle 1.2m long with 1" diameter pipe with thickness of 3mm	Piece	1
32	Antiseptic liquid, 4 L	Antiseptic liquid cleaning agent 4 liters, Antiseptic Disinfectant Liquid, high-quality, effective, and environmentally friendly solution for disinfecting. Kills 99.9% of Germs, specifically designed to kill a wide range of harmful bacteria, viruses, and fungi.	Galon	1
33	Multipurpose Liquid soap	4 liters Liquid soap, locally made, the soap should be formulated for very easy handling and usage.	Galon	1
34	Rain boot	Rubber boot, PVC safety boot adult sizes for sanitation	Pair	1
45	Carrying Bag (Medium size)	A medium sturdy bag for use at distributions. Size: W=1 ' H= 2.' L=2 ' (the bag is designed to carry basic kits) Color: Gray with blue strips. Material: HDPE inter-woven fibers Tensile strength: Min 600n both directions of warp and weft flammability above 150 Weight 0.5kg Logo Printing: <i>Upon DRC's request.</i> Packing: Compressed in bales	Piece	1
36	Carrying Bag (Big size)	A large sturdy bag for use at distributions. Size: W=1.3' H= 2.3' L=2.4' (the bag is designed to carry basic kits) Color: Gray with blue strips. Material: HDPE inter-woven fibers Tensile strength: Min 600n both directions of warp and weft flammability above 200 Weight 0.5kg Logo Printing: <i>Upon DRC's request.</i>	Piece	1

LOT 2 – Samples

S/N	Items	Description	Unit of Measurement	Quantity
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1.	Zinc sheet	Zinc sheet (1800mm Length x 750mm Width x 0.20mm Thick Corrugated Galvanized Iron (CGI) Roofing Sheet) in a bundle of 20 pcs per bundle	Piece	1
2.	330mm wide Aluminum ridge cap	(H 2.4m x W 0.33m x T 0.20mm) Aluminum sheets designed to cover the CGI sheets at the top of the roof. Using ridge caps whose wings are 15 cm minimum each, in order to ensure a good overlap of the CGI sheets.	Piece	1
3.	Hinges	(L 150mm x W 70mm x T 3mm) 4" satin nickel finish steel Hinges 0.220kg for fixing Doors and Windows	Piece	1
4.	CGI Ridge Cap	2400mm Length X 300mm Wide X 0.20mm Thick CGI ridge cap	Piece	1
5.	Reinforced flexible Tarpaulin for temporary shelter or protection	4m x 5m plastic Tarpaulin (Made of Woven high-density polyethylene (HDPE) black fibers fabric, warp x weft, laminated on both sides with low-density polyethylene (LDPE) coating. Reinforcement: Reinforced rims by heat sealing on all sides. Resistance: 20 to 80o C. Eyelets: Provided with aluminum eyelets or equivalent on 4 sheet sides of the single sheets at 100 cm ± 5cm Centre to Centre, providing very strong fixation points. Weight: 190g/m ² ± 20g (approx. 3.8kg/unit Color: White sun reflective on both sides, grey bands. Inner black fibers with good opacity. Tensile strength: Min. 600 n in warp and weft (BS 2576, 50mm grab test or equivalent). Tearing Strength: Min. 100 N in warp and weft as per ISO 4674. Logo Printing: Upon DRC's request.	Meter	2
6.	PVC vein pipe 4"	100mm vent pipe 3 m, thickness length with white cap for flies' trap	Piece	1
7.	Net	Aluminum alloy Flies wire mesh, size 1.2X30M, mesh size 14X14	meter	2

8.	Spirit Level	Spirit Level 30cm, made of aluminum	Piece	1
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LOT 3 – Samples -No Sample needed.

If any samples are missing during the sample check, DRC may choose to request bidders to provide the missing samples within 48 hours.

Samples must be labeled as below:

ITB No.: NGA-ITB-019-24 Supply of Non-food items (NFI), Shelter related and WASH water spare parts

Samples

Supplier Name:

Lot No:

VII. COMPLETION OF BID FORM

A. Prices Quoted

Any discount offered shall be included in the Bid price.

Unless otherwise requested all Bids shall state if the prices quoted are not DDP (Incoterms 2020).

B. Currency

The currency of the Bid shall be in NGN. No other currencies are acceptable.

C. Language

The Bid Form, and all correspondence and documents related to this ITB shall be in English.

D. Packaging

NA

E. Origin

Country of origin of the items shall be clearly stated.

F. Presentation

Bids should be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations shall be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. All documentation shall be written in English. All Bids shall be signed by a duly authorized representative of the Bidder.

G. Split Awards

DRC reserves the right to split awards.

H. Validity Period

Bids shall be valid for at least the minimum number of days specified in the ITB from the date of Bid closure. DRC reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum limitation.

VIII. ACCEPTANCE

DRC reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the ITB Closure.

IX. AWARD OF CONTRACTS

This ITB does not commit DRC to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by DRC. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of DRC and the successful Bidder.

DRC may award contracts for part quantities or individual items. DRC will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. DRC reserves the right to cancel any ITB, to reject any or all Bids in whole or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future DRC ITBs.

X. CONFIDENTIALITY

This ITB or any part hereof, and all copies hereof shall be returned to DRC upon request. This ITB is confidential and proprietary to DRC, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of DRC, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the ITB, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this ITB.

XI. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

Bidders and their employees, officers, advisers, agent or sub-contractors shall not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- The preparation of submission of Bids,
- The clarification of Bids,
- The conduct and content of negotiations,
- Including final contract negotiations,

In respect of this ITB or procurement process, or any other procurement process being conducted by DRC in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to DRC, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

XII. IMPROPER ASSISTANCE

Bids that, in the sole opinion of DRC, have been compiled:

- With the assistance of current or former employees of DRC, or current or former contractors of DRC in violation of confidentially obligations or by using information not otherwise available to the public or which would provide a non-competitive benefit,
- With the utilization of confidential and/or internal DRC information not made available to the public or to the other Bidders,
- In breach of an obligation of confidentiality to DRC, or contrary to these terms and conditions for submission of a Bid, shall be excluded from further consideration.

Without limiting the operation of the above clause, a Bidder shall not, in the absence of prior written approval from DRC, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this ITB was an official, agent, functionary, or employee of, or otherwise engaged by, DRC and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this ITB relates.

XIII. CORRUPT PRACTICES

DRC has zero tolerance for corruption.

The Bidder represents and warrants that neither it nor any of its potential subcontractors are engaged in any form of corruption, defined by DRC as the misuse of entrusted power for private gain.

This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary corruption. The definition includes, but is not limited to, corruption in the form of: facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favouritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by DRC, including tendering, award or execution of contracts. DRC reserves the right, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately reject the submitted offer, and to take such additional action, civil and/or criminal, as may be appropriate.

The Bidder agrees to accurately communicate DRC's policy with regards to Anti- Corruption to Third Parties. The Bidder furthermore agrees to inform DRC immediately of any suspicion or information it receives from any source alleging a violation of this policy to the contact details of the specific DRC country operations via www.drc.dk/where-we-work, or via DRC's Code of Conduct Reporting Mechanism: www.drc.dk/relief

[work/concerns-complaints/code-of-conduct-reporting-mechanism](#). Reports of suspected corruption can also be reported directly to DRC HQ at c.o.conduct@drc.dk.

XIV. CONFLICT OF INTEREST

A Bidder shall not, and shall ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of DRC and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any DRC contract a conflict of interest arises, or appears likely to arise, the Bidder shall notify DRC immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of DRC, or cases in which any DRC official, employee or person under contract with DRC may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder shall take steps as DRC may reasonably require, to resolve or otherwise deal with the conflict to the satisfaction of DRC.

XV. WITHDRAWAL/MODIFICATION OF BIDS

Requests to withdraw a Bid after the Bid closure time shall not be honoured.

Withdrawal of a Bid may result in your suspension or removal from the DRC suppliers List.

A Bidder may modify its Bid prior to the ITB closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the ITB closure.

XVI. LATE BIDS

All Bids received after the ITB closure will be rejected.

XVII. OPENING OF THE ITB

The Tender Opening will take place at the time and location stated above.

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 DRC in its decision concerning the award of the contract will result in the immediate rejection of the tender.

XVIII. CONDITIONS OF CONTRACT

All Bidders shall acknowledge that the DRC General Conditions of Contract for the Procurement of Goods, or Services, or the Special Conditions of Contract, as applicable, are acceptable.

XIX. CANCELLATION OF THE ITB

In the event of an ITB cancellation, Bidders will be notified by DRC. If the ITB is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders.

The ITB may be cancelled in the following situations:

- where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered.
- exceptional circumstances or force majeure render normal performance of the project impossible.
- all technically compliant Bids exceed the financial resources available; or
- there have been irregularities in the procedure, where these have prevented fair competition.

DRC shall not be liable for damages, whatever their nature (damages for loss of profits) or relationship to the cancellation of an ITB, even if DRC has been advised of the possibility of damages. The publication of a procurement notice does not commit DRC to implement the programme or project announced.

XX. QUERIES ABOUT THIS ITB

For queries on this ITB, please contact the procurement department, Procurement.nga@drc.ngo

All questions regarding this ITB shall be submitted in writing to the above. On the subject line, please indicate the ITB number. **Bids shall not be sent to the above email.**

All questions during the tender period, as well as the associated answers, will be shared with all suppliers invited, or for open tenders published at local newspapers: Daily Trust, and The Guardian, and DRC official site at Local Newspaper.

XXI. ITB DOCUMENTS

This ITB document contains the following:

1. This covering Letter
2. Annex A.1: DRC Bid Form (Technical bid)
3. Annex A.2: DRC Bid Form (Financial bid)
4. Annex B: Tender and Contract Award Acknowledgment Certificate
5. Annex C: General condition for contract.
6. Annex D: DRC Supplier Code of Conduct
7. Annex E: Supplier Profile and Registration
8. Annex F: Past Experience and References
9. Annex G: Purchase Agreement Template.

Under DRC's Anticorruption Policy Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. DRC will reject a Bid if it determines that the Bidder recommended for award, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

Yours sincerely
Supply Chain
