

Tender Package — Request for Bid (RFB)



1. Invitation to Tender

Tender Name: <ul style="list-style-type: none">1PC, Purchase of (CAR) Edge 2022 8-Speed auto transmission Fuel tank Capacity(1): 18.4 gallons	Tender No: ABV PR/0001
Location: ABUJA	Correspondence Language: English
Brief Summary Description of Project: <p>A. WANEP-Nigeria, a Not-for-Profit organization promotes grassroots ownership of peacebuilding initiatives that supports robust human security EWER systems across States in Nigeria. Its operational structure reflects the geo-political constellation and diversity of the country. The Network’s multi-directional ‘pyramidal’ structure provides platforms for vertical and horizontal interactions and cooperation among stakeholders towards effective implementation of peacebuilding programs across the country. The strength of the network lies in its critical mass of peacebuilding civil society organizations with unified sense of purpose and commitment to address the myriads of conflicts and human security crises in the country. Its linkage with a large sub-regional WANEP structure has greatly impacted on policy change and critical government decision making processes. Also, the engendering of its peacebuilding process has enhanced the role of women in peace and human security issues across the country. WANEP is an implementing partner of ECOWAS in the early warning and early response mechanism for the sub-region since 2003. Also, WANEP is one of the implementing partners for African Union (AU) Early Warning and Response Mechanism. Through Peace Action for Rapid Transformative Nigerian Early Response (PARTNER) funded by the United States Agency for International Development to increase the effectiveness, local ownership, and sustainability of an inclusive Early Warning and Early Response system for improved violence prevention.</p> <p>Insert</p>	

Tender Package Available from: 13 th /February/ 2023 8:00am (West African Time)	Tender Package Pickup Location: Tenders is available to download at: https://www.wanepnigeria.org/
Deadline for Offer Submission: 4 th / May / 2023 Closed by 5:00PM (West African Time)	Submit Offers to: Electronic Submissions must be sent via email to mail to: wanep-nigeria@wanep.org , amu4brown110@gmail.com , <i>Subject Line must be: “ABV PR/0001- Purchase of (CAR) Edge 2022 8-speed</i>

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auto transmission Fuel tank Capacity (1): 18.4 gallons

Hard copy submissions must be submitted in a sealed envelope labelled as “ABV PR/00011- Purchase of (CAR) Edge 2022 8-speed auto transmission fuel tank capacity(1) 18.4 gallons

WANEP-Nigeria Abuja Office, House 6A, A Close, Eagleville Estate, Mabushi, FCT Abuja.

WANEP-Nigeria encourages electronic submissions

WANEP-Nigeria reserves the right to accept or reject any late offers

Questions and Answers (Q&A)

If any, Submit Questions in writing to: wanep-nigeria@wanep.org

Last Day for Questions:
27th / April/ 2023 12:00 PM (West African Time)

Questions will be answered by:
1st /May/ 2023 3:00 PM (West African Time)

Questions will be answered through: www.wanepnigeria.org

Documentation Checklist

These documents are contained within this tender package:

- | | |
|---|--|
| ✓ | Invitation to Tender |
| ✓ | General Conditions for Tender |
| ✓ | Criteria and Submittals |
| ✓ | Price Offer Sheet |
| ✓ | Supplier Information Form |
| ✓ | Scope of Work/Technical Specifications/BoQ |
| ✓ | Sample Contract |

2. General Conditions for Tender

WANEP-Nigeria invites offers for the goods, services and/or works described and summarized in these documents, and in accordance with procedures, conditions and contract terms presented herein. WANEP-Nigeria reserves the right to vary the quantity of work/materials specified in the Tender Package without any changes in unit price or other terms and conditions and to accept or reject any, all, or part of submitted offers.

2.1 WANEP-Nigeria’ Anti-Bribery and Anti-Corruption Statement

WANEP-Nigeria strictly prohibits:

- Any form of bribe or kickback in relation to its activities

This prohibition includes any *request* from any WANEP-Nigeria employee, consultant or agent for anything of value from any company or individual in exchange for the employee, consultant or agents taking or not taking any action related to the award of a contract or the contract once awarded. It also applies to any *offer* from any company

or individual to provide anything of value to any WANEP-Nigeria employee, consultant or agent in exchange for that person taking or not taking any action related to the award of the contract or the contract.

- *Conflicts of interests in the awarding or management of contracts*
If a company is owned by, whether directly or indirectly, in whole or in part, any WANEP-Nigeria employee or any person who is related to a WANEP-Nigeria employee, the company must ensure that it and the employee disclose the relationship as part of or prior to submitting the offer.
- *The sharing or obtaining of confidential information*
WANEP-Nigeria prohibits its employees from sharing, and any offerors from obtaining, confidential information related to this solicitation, including information regarding WANEP-Nigeria' price estimates, competing offerors or competing offers, etc. Any information provided to one offeror must be provided to all other offerors.
- *Collusion between/among offerors*
WANEP-Nigeria requires fair and open competition for this solicitation. No two (or more) companies submitting bids can be owned or controlled by the same individual(s). Companies submitting offers cannot share prices or other offer information or take any other action intended to pre-determine which company will win the solicitation and what price will be paid.
- *Any form of exploitation, abuse, human trafficking or internal sexual misconduct*
WANEP-Nigeria requires its partners to adhere to its Safeguarding policies including the its policies on Child Safeguarding, Prevention of Sexual Exploitation and Abuse of Beneficiaries and Community Members, Anti-Trafficking and Sexual Misconduct (available at <https://www.mercycorps.org/who-we-are/ethics-policies>). Companies will be expected to ensure that they have the capacity to abide by these policies, that their employees and subcontractors understand these policies, and that they communicate to its employees and subcontractors the duty to report any violation or suspected violation. WANEP-Nigeria will not engage with a company that is found to be in violation of these policies.

WANEP-Nigeria will investigate allegations fully and will take appropriate action. Any company, or individual that participates in any of the above prohibited conduct, will have its actions reported to the appropriate authorities, will be investigated fully, will have its offer rejected and/or contract terminated, and will not be eligible for future contracts with WANEP-Nigeria. Employees participating in such conduct will have his/her employment terminated.

Violations will also be reported to WANEP-Nigeria' donors, who may also choose to investigate and debar or suspend companies and their owners from receiving any contract that is funded in part by the donor, whether the contract is with WANEP-Nigeria or any other entity.

2.2 Tender Basis:

- All offers shall be made in accordance with these instructions, and all documents requested should be furnished, including any required (but not limited to) supplier-specific information, technical specifications, drawings, bill of quantities, and/or delivery schedule. If any requested document is not furnished, a reason should be given for its omission in an exception sheet.
- No respondent should add, omit or change any item, term or condition herein.
- If suppliers have any additional requests and conditions, these shall be stipulated in an exception sheet.
- Each offeror may make one response only.
- Each offer shall be valid for the period of [180 days] from its date of submission.

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- All offers should indicate whether they include taxes, compulsory payments, levies and/or duties, including VAT, if applicable.
- Suppliers should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the offer.
- Any requests for clarifications regarding the project that are not addressed in written documents must be presented to WANEP-Nigeria in writing. The answer to any question raised in writing by any offeror will be issued to that offeror. In some cases WANEP-Nigeria may choose to issue clarifications to all offerors. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by WANEP-Nigeria or its designated representative.
- This Tender does not obligate WANEP-Nigeria to execute a contract nor does it commit WANEP-Nigeria to pay any costs incurred in the preparation and submission of bids. Furthermore, WANEP-Nigeria reserves the right to reject any and all offers, if such action is considered to be in the best interest of WANEP-Nigeria.

2.3 Supplier Eligibility

Suppliers may not apply, and will be rejected as ineligible, if they:

- Are not registered companies
- Are bankrupt or in the process of going bankrupt
- Have been convicted of illegal/corrupt activities, and/or unprofessional conduct
- Have been guilty of grave professional misconduct
- Have not fulfilled obligations related to payment of social security and taxes
- Are guilty of serious misinterpretation in supplying information
- Are in violation of the policies outlined in WANEP-Nigeria Anti Bribery or Anti-Corruption Statement
- Supplier (or supplier's principals) are on any list of sanctioned parties issued by; or are presently excluded or disqualified from participation in this transaction by the United States Government or United Nations by the United States Government, the United Kingdom, the European Union, the United Nations, other national governments, or public international organizations.

Additional eligibility criteria, if applicable, are stated in section 3.2 of this tender package.

2.4 Response Documents

Offerors must submit an offer in their own format and ensure it contains all the required documents and information specified in this tender. Where an itemized Price Offer Sheet is included in the tender package, the offeror must complete and submit it with the rest of their offer.

2.5 Acceptance of Successful Response

Documentation submitted by offerors will be verified by WANEP-Nigeria. The winning offeror will be required to sign a contract for the stated, agreed upon amount.

2.6 Certification Regarding Terrorism

It is WANEP-Nigeria's policy to comply with humanitarian principles and the laws and regulations of the United States, the European Union, the United Nations, the United Kingdom, host 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 WANEP-Nigeria 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.

3. Criteria & Submittals

3.1 Contract Terms

WANEP-Nigeria intends to issue a **Fixed Price** contract to one or several company(ies) or organization(s). The successful offeror(s) shall be required to adhere to the statement of work and terms and conditions of the resulting contract. The anticipated contract is incorporated in Section 6 herein. By submitting an offer, offerors certify that they understand and agree to all the terms and clauses contained in Section 6.

3.2 Specific Eligibility Criteria

Eligibility criteria must be met, and the corresponding supporting documents listed below under “Tender Submittals” **must** be submitted with offers. Offerors who do not submit these documents may be **disqualified** from any further technical or financial evaluation.

Eligibility Criteria:

- Copy of Certificate of Incorporation
- Copy of Corporate Tax Registration Certificate year 2020 upwards
- Signed and stamped WANEP-Nigeria Supplier Information form

3.3 Tender Submittals

Documents and required information listed in tender submittals are necessary to support the eligibility criteria and to conduct technical evaluations of received offers (and due diligence). While absence of these documents and/or information does not denote mandatory disqualification of suppliers, the lack of these items has the potential to impact the technical evaluation of an offer severely and negatively.

Documents supporting the Eligibility Criteria:

- Copy of Certificate of Incorporation
- Copy of Corporate Tax Registration Certificate year 2020 upwards.
- Signed and stamped WANEP-Nigeria Supplier Information form

Documents to conduct the Technical Evaluation and additional Due Diligence:

- Experience with notable organizations especially INGOs in supply of Cars and accessories with evidence (attach PO, GRN/Recommendation of similar supplies done preferably from INGO/UN/Government/reputable agencies)
- Owns a business outlet dealing with cars and accessories sales and/or services (Attach a copy of company profile max 2 pages)
- Product meets minimum technical specifications listed on PR (As indicated on the supplier information form)
- Attach proof of being an authorized distributor/dealership outlet for quoted brand product with warranty coverage
- Delivery time of 3-14 days this should be indicated on the company letter head
- Accepts 100% payment after delivery which must be indicated on the Company’s Letter head



Price Offer:

The Price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. As a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, either in the form of a total fixed price or a per-unit/deliverable fixed price. No profit, fees, taxes, or additional costs can be added after contract signing. Offerors must show unit prices, quantities, and total price, as displayed in the Offer Sheet in Section 4. All items must be clearly labeled and included in the total offered price.

Offerors must not include VAT in their offer. WANEP-Nigeria is a VAT exempted organization in Nigeria. However, WANEP-Nigeria will deduct With Holding Tax in line with the governmental regulations in Nigeria so Withholding tax shall be included in the offer.

3.4 Currency

Offers should be submitted in: **Nigeria Naira (NGN)**
 Payments will be made in: **Nigeria Naira (NGN) through wire transfer**

3.5 Tender Evaluation (LPTA Selection Method)

Based on the above submittals, a WANEP-Nigeria Tender Committee will conduct a tender evaluation process. WANEP-Nigeria reserves the right to accept or reject any or all bids, and to accept the offer(s) deemed to be in the best interest of WANEP-Nigeria. MC will not be responsible for or pay for any expenses or losses which may be incurred by any Offeror in the preparation of their tender.

Evaluations will be conducted as described in the following subsections:

3.5.1 Technical Evaluation

Lowest Price, Technically Acceptable (LPTA)

WANEP-Nigeria Tender Committee will conduct a technical evaluation which will grade technical criteria on a pass/fail basis. Supplier’s bids **must meet the minimum technical standard** established here in order to receive a passing mark. Any offerors who receive a failing mark on any criteria will be automatically disqualified from the tender process.

Only offerors who pass all criteria will move on to the next round of evaluation.

Pass/fail technical criteria are as follows:

Technical Criteria	Pass or Fail?
Experience with notable organizations especially INGOs in supply of cars and accessories with evidence (attach copies of PO, GRN/Recommendation of similar supplies done preferably from at least three INGO/UN/Government/reputable agencies)	
Owns a business outlet dealing with cars and accessories sales and/or services (Attach a copy of company profile max 2 pages)	
Product meets minimum technical specifications listed on PR (As indicated on the supplier information form)	
Attach proof of being an authorized distributor/dealership outlet for quoted brand product with	



warranty coverage	
Delivery time of 3-14 days this should be indicated on the company letter head	
Accepts 100% payment after delivery which must be indicated on the Company's Letter head	

3.5.2 Financial Evaluation and Price/Cost Analysis

All 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 and subject to the additional due diligence in [section 3.5.3](#).

3.5.3 Additional Due Diligence

Upon completion of both the technical and financial evaluations WANEP-Nigeria may choose to engage in additional due diligence processes with a particular offeror or offeror(s). The purpose of these processes is to ensure that WANEP-Nigeria engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):

- Reference Checks
- Supplier's facility visits
- Analysis of audited financial statements
- Determination of relations and affiliations between offerors
- Other appropriate documented method giving WANEP-Nigeria increased confidence in the supplier's ability to perform

4. Offer Form

Offerors must submit their own independent offer including at least (but not limited to):

- All documents requested in the “Eligibility Criteria” section of this Tender Package
- All documents requested in the “Tender Submittals” section of this Tender Package
- All information listed in the “Documents Comprising the Bid” section below

All offers must be duly signed (including position and full name of the signer) and stamped, with the date of completion.

Documents Comprising the Bid

The following information must be included in the offer of any potential offeror:

- Cover Letter** explaining interest to be a contracted vendor or supplier. The content of the cover letter shall include the following information:
 - A detailed specification of the offered goods, services and/or works
 - Warranty (if necessary and appropriate)
 - Delivery time
 - Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 180 working days)
- A Price Offer detailing the unit price only using the **Price Offer Sheet** template provided in section 7
- Completed and signed WANEP-Nigeria **Supplier Information Form** (template provided in section 7)
- Other important documents offeror feels need to be attached to support their bid

The original bid shall be signed by the offeror, or a person or persons duly authorized to bind the offeror to the contract. Financial offer pages of the bid shall be initialed by the person or persons signing the bid and stamped with the company seal.

Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.



5. Scope of Work/Technical Specifications

5.1 Background

A. WANEP-Nigeria a Not-for-Profit organization promotes grassroots ownership of peacebuilding initiatives that supports robust human security EWER systems across States in Nigeria. Its operational structure reflects the geo-political constellation and diversity of the country. The Network’s multi-directional ‘pyramidal’ structure provides platforms for vertical and horizontal interactions and cooperation among stakeholders towards effective implementation of peacebuilding programs across the country. The strength of the network lies in its critical mass of peacebuilding civil society organizations with unified sense of purpose and commitment to address the myriads of conflicts and human security crises in the country. Its linkage with a large sub-regional WANEP structure has greatly impacted on policy change and critical government decision making processes. Also, the engendering of its peacebuilding process has enhanced the role of women in peace and human security issues across the country. WANEP is an implementing partner of ECOWAS in the early warning and early response mechanism for the sub-region since 2003. Also, WANEP is one of the implementing partners for African Union (AU) Early Warning and Response Mechanism. Through Peace Action for Rapid Transformative Nigerian Early Response (PARTNER) funded by the United States Agency for International Development to increase the effectiveness, local ownership, and sustainability of an inclusive Early Warning and Early Response system for improved violence prevention.

5.2 Technical Specifications:

Item	Quantity
Purchase of (CAR) Edge 2022 8-speed auto transmission fuel tank capacity(1): 18.4 gallons	1 pc

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6. Sample Contract

This is the anticipated contract. However, if required, additional terms and conditions may be added by WANEP-Nigeria in the final contract.

PURCHASE ORDER

PO №		Date:	
		PR №	ABVPR 0
MC Authorized Representative(s):		Supplier Authorized Representative(s):	
WANEP - NIGERIA		Supplier:	
Address:		Address:	
Contact person(s):		Phone:	
Phone/Fax:		Contact Name:	
E-mail:			
DELIVERY LOCATION:		PACKING REQUIREMENTS:	
WANEP ABUJA OFFICE, 6A CLOSE EAGLEVILLE ESTATE MABUSHI, FCT, ABUJA			
P.O. Prepared by :		CURRENCY:	
TRANSPORTATION & UNLOADING TERMS:		PAYMENT TERMS:	
DELIVERY DATE:			

ITEM	Qty.	UNIT	DESCRIPTION (as agreed with the supplier)	UNIT PRICE	EXTEND PRICE
1	1	Pc	Purchase of Edge 2022,		
2			10-Speed auto transmission		
3			Fuel tank Capacity (l): 28.3 gallons		
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

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16				
17				
18				
19				
20				

		SUB-TOTAL	
		TAXES	included
		SHIPPING	Included
		INSURANCE	Included
		TOTAL ORDER	0
Approved on behalf of West Africa Network for Peacebuilding: Name & Title		Approved on behalf of Vendor: Name & Title:	
Signature:		Signature:	
Date:		Date:	
Financial Review		Understood and agreed with Conditions of Purchase	
<i>This Purchase Order (Schedule 1) is inclusive of the Terms and Conditions attached, which are a binding part of this agreement.</i>			

Purchase Request Linked Form 20 June 2022 FP3

1. Defined Terms. Each of the following terms has the meaning given to such term on Schedule I attached hereto: Authorized Representative, Contract Number, Delivery Date, Delivery Location, Delivery Terms, Donor Terms, Goods, Packing Requirements, Pricing, and Specifications. Other terms are defined as specified throughout this Agreement.

2. Purchase and Sale of Goods. Supplier will sell to WANEP-Nigeria, and WANEP-Nigeria will purchase and pay for, the Goods in accordance with the terms and conditions set forth in this Agreement.

3. Specifications. The Goods must strictly comply with or exceed the Specifications. No deviation, substitution or change is permitted without WANEP-Nigeria' prior written consent.

4. Purchase Order Amendments. WANEP-Nigeria may suspend Supplier's performance, increase or decrease the ordered quantities, or make changes for WANEP-Nigeria' reasonable business needs by written notice to Supplier (each, a "**Purchase Order Amendment**"). Unless mutually agreed, a Purchase Order Amendment does not apply to change the Goods timely and fully delivered and accepted before the date of the Purchase Order Amendment. If any change causes an increase or decrease in the cost of, or the time required for, Supplier's performance, an equitable adjustment may be made in the price or delivery schedule or both, if such adjustment is set forth in a Purchase Order Amendment signed by the Authorized Representative.

5. Inspection, Acceptance and Rejection.

- a. All Goods will be subject to WANEP-Nigeria' inspection and testing, at any time and place, including the period of manufacture/production/creation and before final acceptance. If WANEP-Nigeria inspects or tests at Supplier's premises, Supplier, without additional charge, will provide all reasonable facilities and assistance for the safety and convenience of WANEP-Nigeria' inspectors. No inspection or testing done or not done before final inspection and acceptance will relieve Supplier from responsibility for defects or for other failure to meet the requirements of this Agreement. Notwithstanding any prior inspections or payments made, all Goods will be subject to final inspection and acceptance at the Delivery Location within a reasonable time after delivery (but in no event, less than three days after the date of delivery).
- b. Acceptance will occur only when the Authorized Representative delivers written, signed notice of acceptance to Supplier in the form of a goods received notice ("**GRN**") and such notice has been signed by Supplier's representative. The GRN must include: (1) the GRN number and the packing slip number; (2) the Contract number; (3) a description of the Goods; (4) the quantity delivered; (5) final inspection date and location; (6)

quantity accepted; and (7) quantity rejected or over-shipped.

- c. If any delivery, documentation or the Goods delivered do not comply with all of the terms and conditions of this Agreement, WANEP-Nigeria may do one or more of the following: (1) reject such nonconforming Goods, accept conforming Goods and reduce the purchase price by such amount as WANEP-Nigeria determines in good faith reflects the value to WANEP-Nigeria of the accepted Goods, (2) accept such nonconforming Goods and reduce the purchase price by such amount as WANEP-Nigeria determines in good faith reflects the reduced value to WANEP-Nigeria of such nonconforming Goods; (3) reject all Goods; and/or (4) terminate this Agreement without any further obligation on WANEP-Nigeria' part.

- d. If any Goods are finally accepted, WANEP-Nigeria will only pay for the quantity accepted up to the quantity specified in this Agreement. WANEP-Nigeria will in no event pay for quantity above the amount provided for in this Agreement or accepted. WANEP-Nigeria or its agent will hold over-shipments and non-conforming shipments at Supplier's risk and expense for a reasonable time awaiting Supplier's instructions. Supplier will bear the expense of return charges, storage charges and other expenses for over-shipped quantities and Goods not accepted.

6. Packing. All Goods will be prepared for shipping and delivery and will be shipped in accordance with the Packing Requirements. Price based on weight will include net weight only. Supplier will not charge WANEP-Nigeria for packaging or pre-shipping costs, such as boxing, crating, handling damage, drayage, or storage. Supplier will mark all containers with necessary handling and shipping information, Contract Number, date of shipment, and names of the consignee and consignor. A packing list, and other documentation required for domestic or international transit, regulatory clearance or identification of the Goods will accompany each shipment.

7. Transportation, Shipment and Delivery. Shipment/transportation will be in accordance with the Delivery Terms, Delivery Date, and Delivery Location. WANEP-Nigeria will not be charged for shipping, delivery, loading or unloading costs unless otherwise specified in the Delivery Terms.

8. Risk of Loss. Supplier will bear all risk of loss, damage, or destruction to the Goods, in whole or in part, occurring before final acceptance by WANEP-Nigeria at the Delivery Location; provided, WANEP-Nigeria is responsible for any loss caused by its gross negligence.

9. Taxes, Duties and Expenses.

- a. All taxes, duties and other governmental charges with respect to the manufacture/production/creation of the Goods and the delivery of the Goods to WANEP-Nigeria in accordance with this Agreement will be the liability of, and borne solely by, Supplier. If the law requires WANEP-Nigeria to withhold taxes from payments to Supplier, WANEP-Nigeria may withhold those taxes and pay them to the appropriate taxing authority. WANEP-Nigeria will deliver to Supplier an official notice for such taxes. WANEP-Nigeria will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.
- b. Supplier is responsible for all expenses incurred by it in performing under this Agreement.

10. Invoicing and Payment.

- a. WANEP-Nigeria will have no obligation to make any payment to Supplier with respect to the Goods until final acceptance in accordance with Section 4(b) and delivery of an invoice that fully complies with the requirements specified in this Agreement. Invoices may only be submitted after Supplier receives a GRN. Invoices must be submitted within 60 days of Supplier's acceptance of a GRN. WANEP-Nigeria will have no obligation to pay an invoice submitted after 60 days or to pay an invoice amount that WANEP-Nigeria disputes in a written notice to Supplier. Each invoice must contain or attach the following: (1) a copy of the signed GRN; (2) Supplier's name and address; (3) description of the Goods delivered, delivery date, quantity, unit price and total price to be paid; (4) all information necessary for WANEP-Nigeria to implement payment (e.g., name of representative to address payment to, address, bank account information as applicable for the method of payment); (5) the Contract Number; (6) packing slip number; (7) taxes and duties (only if payable by WANEP-Nigeria per the terms of this Agreement); (8) Delivery Location and Delivery Date; and (9) any other information reasonably required by WANEP-Nigeria. Invoices will only be deemed received on the date they are delivered to the Authorized Representative and in full compliance with the requirements herein.
- b. WANEP-Nigeria will make payment within 30 days of receipt of Supplier's fully conforming invoice. Payment of an invoice will not constitute acceptance of Goods, and is subject to adjustment for errors, shortages, defects or

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other failure of Supplier to meet the requirements of this Agreement. WANEP-Nigeria may set-off amounts owed to WANEP-Nigeria against an amount WANEP-Nigeria owes to Supplier or Supplier's affiliated companies, and WANEP-Nigeria will provide notice to Supplier within a reasonable time after the setoff.

11. Representations, Warranties and Additional Covenants. Supplier represents and warrants to WANEP-Nigeria and covenants with WANEP-Nigeria as follows.

- a. Supplier has full rights and authority to enter into and perform its obligations under this Agreement. Supplier's performance will not violate any agreement or obligation between Supplier and any third party.
- b. The Goods and all documentation required will meet each of the standards and specifications set forth in this Agreement. The Goods are merchantable and fit for their intended purpose, comply with all applicable law and are free from all defects in material and workmanship.
- c. Supplier will deliver good and marketable title to the Goods free and clear of all liens, claims, encumbrances and interests of any other person, entity or government. The Goods will not infringe on any patent, copyright, trademark, trade secret or other proprietary right of any third party.
- d. Supplier will comply with all applicable law, regulations and rules in the performance of its obligations under this Agreement.
- e. Supplier has not, and will not, engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).
- f. Supplier will comply with and train its employees in all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls and money-laundering, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Supplier has not and will not offer or give any employee, agent, or representative of WANEP-Nigeria anything of value to secure any business from WANEP-Nigeria or influence such person to alter the terms, conditions, or performance of any contract with or purchase order from WANEP-Nigeria, including but not limited to this Agreement.
- g. Supplier does not own, directly or indirectly, any other company that was competing for award of this Agreement. Supplier did not seek or obtain confidential information related to the award of this Agreement from any WANEP-Nigeria employee, agent or representative. Supplier did not collude or conspire with any other individual or entity to limit competition for the award of this Agreement, to set prices being offered or in any other way to interfere with free and open competition.
- h. Supplier is not owned in whole or in part, directly or indirectly, by any immediate or extended family member of any WANEP-Nigeria employee, agent or representative, or, if so owned, Supplier fully disclosed such relationship and any potential conflict of interest has been waived by WANEP-Nigeria.
- i. Supplier has not engaged in, and will not engage in, any of the following conduct: (A) trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime); (B) procuring a commercial sex act; or (C) using forced labor.
- j. Supplier is not the subject or any governmental or donor investigation and has not been debarred or suspended by any government, governmental agency or donor.
- k. Contractor [or supplier] understands that it is subject to WANEP-Nigeria' Child Safeguarding, Prevention of Sexual Exploitation and Abuse of Beneficiaries and Community Members, Anti-Trafficking and Sexual Misconduct policies (available at <https://www.mercycorps.org/who-we-are/ethics-policies>). Contractor must report any violation or suspected violation of these policies in relation to the Contractor's activities under this contract to WANEP-Nigeria, which may be done via its Integrity Hotline website (www.mercycorps.org/integrityhotline). Contractor will ensure that it has the capacity to abide by these policies, that its employees and subcontractors understand these policies, and that it communicates to its employees and subcontractors the duty to report. Contractor understands and agrees that a violation of these policies may, in addition to any other remedies available under this Contract or at law, result in suspension or immediate termination of this Contract and may also result in Contractor being deemed ineligible for future contracts with WANEP-Nigeria.

12. Confidentiality. Supplier will maintain the confidentiality of: (i) any information WANEP-Nigeria provides to



Supplier that WANEP-Nigeria identifies as confidential; (ii) the terms and conditions of this Agreement; and (iii) nonpublic information regarding WANEP-Nigeria' policies and practices. Upon WANEP-Nigeria' request, Supplier will return to WANEP-Nigeria all confidential information provided by WANEP-Nigeria to Supplier. This confidentiality obligation will survive final acceptance of the Goods, payment of the purchase price and termination of this Agreement.

13. Indemnification. Supplier will indemnify WANEP-Nigeria and each of its officers, directors, employees, representatives and agents (each, an "Indemnitee"), and hold them harmless from, any and all losses, claims, damages, liabilities, any government or donor investigations, fines or penalties and related expenses (including incidental and consequential damages and reasonable attorneys' fees, whether incurred at the investigative, trial or appellate level or otherwise) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by Supplier arising out of, in connection with, or as a result of this Agreement, any failure by Supplier to fully perform its obligations under this Agreement or any breach by Supplier of any of its representations and warranties under this Agreement, provided that such indemnity will not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnitee. This indemnity obligation will survive final acceptance of the Goods, payment of the purchase price and termination of this Agreement.

14. Termination and Remedies. This Agreement may be terminated under the following circumstances:

- a. by both Parties on mutual written agreement of the Parties;
- b. by WANEP-Nigeria immediately upon written notice in the event WANEP-Nigeria' donor(s) terminates or withdraws funding that WANEP-Nigeria would use to pay Contractor under this Agreement;
- c. by either Party due to the non-terminating Party's breach of this Agreement and failure to correct such breach within 15 days prior notice of such breach;
- d. be either Party upon written notice if a force majeure event, including any not reasonably foreseeable war, insurrection, change in law or government action or inaction, strike, natural disaster or similar event, prevents the terminating Party from being able to fulfill its obligations under this Agreement; or
- e. by WANEP-Nigeria immediately upon written notice if WANEP-Nigeria using its sole discretion determines that Contractor has or will breach any of its warranties, covenants or representations in this Agreement, in which case WANEP-Nigeria may withhold any and all amounts owed to Contractor until such breach is remedied.

In the event termination is due to WANEP-Nigeria' breach of this Agreement, by WANEP-Nigeria for WANEP-Nigeria convenience, due to force majeure event, or due to loss of funding, WANEP-Nigeria shall be obligated to pay Contractor for its reasonable, pro-rated costs of work completed and expenses properly incurred prior to termination.

If WANEP-Nigeria determines that Supplier has or will breach any of its warranties, covenants or representations in this Agreement, WANEP-Nigeria may, in addition to any other remedies for such breach available at law or in equity, (i) terminate this Agreement; (ii) reject any Goods delivered; (iii) return any Goods already accepted and obtain full repayment for any amount paid for such Goods; (iv) if Supplier breaches Section 10(j), withhold payment until such investigation, suspension or debarment is lifted; and (v) if Supplier breaches any of Section 10(e), (f), (g), (h) or (i), not pay for any Goods that have been accepted but that have been consumed or otherwise cannot be returned to Supplier and report the breach to WANEP-Nigeria donors and appropriate governmental authorities.

15. Dispute Resolution. Any unresolved dispute or claims will be settled by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Portland, Oregon. The language of the arbitration will be English.

16. Access to Books and Records. WANEP-Nigeria, its donors (including, if applicable, USAID, and the Comptroller General of the United States) and any of their respective representatives will have access to any books, documents, papers and records of Supplier that are directly pertinent to this Agreement for the purpose

of making audits, examinations, excerpts and transcriptions.

17. Additional Donor Terms and Conditions. The Donor Terms (if any) are incorporated in this Agreement by reference and are fully binding on Supplier and WANEP-Nigeria. In the event of a conflict between the Donor Terms and this Agreement or any other document between Supplier and WANEP-Nigeria, the Donor Terms will prevail.

18. Miscellaneous.

- a. This Agreement and the rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of the State of Oregon (exclusive of the United Nations Convention on Contracts for the International Sale of Goods), without regard to the conflict of laws provisions thereof.
- b. No right or obligation under this Agreement (including the right to receive monies due) will be assigned without the prior written consent of WANEP-Nigeria. Any assignment without such consent will be void. WANEP-Nigeria may assign its rights under this Agreement.
- c. All notices provided for herein will be in writing and will be delivered by hand or overnight courier service, email or fax in accordance with each party's contact information set forth on Schedule I. Notices will be deemed to have been given when received, provided that notices sent by email or fax will be deemed received when sent (except that, if not sent during normal business hours for the recipient, will be deemed received at the opening of business on the next business day for the recipient).
- d. Time is of the essence of each and every obligation of Supplier under this Agreement.
- e. If any provision of this Agreement is prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Agreement.
- f. Except as otherwise provided above, this Agreement may be amended or modified only by a written document signed by both parties. This Agreement constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof.

DONOR TERMS

Other Contract Provisions Required by Law or WANEP-Nigeria's Donor

A: ECHO General Conditions

Liability/Indemnity

Under no circumstances nor for any reason whatsoever will the European Commission be held liable for damages as a result of the work pursuant to this Contract.

Right of Access/ Audit

- (a) The Contractor will be responsible for holding all invoices, receipts and financial and accounting documents relating to this Contract for at least seven years following final payment made under this Contract.
- (b) The Contractor will allow WANEP-Nigeria or the European Commission (or any other organization authorized by the European Commission) access to the location where the Contractor is based or any location where the Services are being implemented and to all documents, information and other material related to this Contract (including in electronic format), necessary to assess, or audit the implementation of the project and compliance with this Contract. Such audit may take place at any time during this Contract and up to seven years following final payment made under this Contract. #

Confidentiality

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The Contractor acknowledges that WANEP-Nigeria Nigeria has reporting obligations to the European Commission. Accordingly, the Contractor consents to WANEP-Nigeria Nigeria sharing information about the Contractor or the Services with the European Commission as required.

Conflict of Interest

(a) The Contractor shall take all reasonable precautions to avoid any conflict of interests and shall inform MCS without delay of any situation constituting or likely to entail a conflict of interests.

There is a conflict of interests where the impartial and objective exercise of the functions, tasks and activities under this Contract is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person or party.

Anti-Corruption

The Parties recognize that WANEP-Nigeria has a zero tolerance approach to bribery and corruption. The Contractor will comply with all relevant anti-bribery and anti-corruption laws (including the UK Bribery Act 2010) and comply with the principles of WANEP-Nigeria Anti-Corruption and Anti-Bribery Policies, or equivalent policies, including: (a) not accepting or offering a bribe of facilitation payment; and (b) reporting immediately to WANEP-Nigeria any bribery issues which the Contractor becomes aware of during this Contract; and, at the reasonable request of MCS, confirming in writing that they have complied with this Clause number and provide any information reasonably requested in support of such compliance.

WANEP-Nigeria recognizes that in complying with this Clause number, the Contractor is not expected to risk life, limb or freedom.

B: DFID requires certain clauses and provisions to be included in all contracts;

Liability/Indemnity

The Solicitor acknowledges that DFID will not be held responsible for or in relation to the activities of the Solicitor under this Contract.

Right of Access/ Audit

Access – The Solicitor shall permit WANEP-Nigeria, its donor, DFID (UK), and/or the UK's National Audit Office and/or any of their duly authorized representatives, access to project sites and relevant records, including books, documents, papers (including in electronic format) for the purpose of monitoring, evaluation and audit. Such verification or audit may take place at any time during this Contract and up to seven years after final payment made under this Contract.

Anti-Corruption and Anti-Bribery

The parties recognize that WANEP-Nigeria has a zero tolerance approach to bribery and corruption. The Solicitor will comply with all relevant anti-bribery and anti-corruption laws (including the UK Bribery Act 2010) and comply with the principles of WANEP-Nigeria' Anti-Corruption and Anti-Bribery Policies, or equivalent policies, including: (a) not accepting or offering a bribe of facilitation payment; and (b) reporting immediately to WANEP-Nigeria any bribery issues which the Solicitor becomes aware of during this Contract; and, at the

reasonable request of WANEP-Nigeria, confirming in writing that they have complied with this Section and provide any information reasonably requested in support of such compliance.

Cancelation of the contract

If any illegal or corrupt practices were or are committed in the award or execution of this Contract, including if any offer, gift, payment, contribution or benefit of any kind was accepted as an inducement or reward for the award or execution of this Contract, this Contract will be cancelled with immediate effect, in which case WANEP-Nigeria will return to the Solicitor any items delivered and the Solicitor will return to WANEP-Nigeria any funds paid (at each of their own cost, unless otherwise agreed).

Confidentiality

The Solicitor acknowledges that WANEP-Nigeria has reporting obligations to DFID. Accordingly, the Solicitor consents to WANEP-Nigeria sharing information about the Solicitor or the Services with the DFID as required.

Conflict of interest

The Solicitor shall take all reasonable precautions to avoid any conflict of interests and shall inform WANEP-Nigeria without delay of any situation constituting or likely to entail a conflict of interests.

There is a conflict of interests where the impartial and objective exercise of the functions, tasks and activities under this Contract is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person or party.

Intellectual Property Rights

WANEP-Nigeria shall be the owner of any product and/or copyrightable item that results from the performance of the Contract.

C: CHILD AND VULNERABLE ADULTS PROTECTION POLICY

WANEP-Nigeria aims to safeguard children/vulnerable adults from abuse, violence and exploitation in all that we do, in line with Article 19* of United Nations Convention on the Rights of the Child.

Besides economic, social and political problems affecting large numbers of children/vulnerable adults in countries where WANEP-Nigeria works, individuals may be at risk from abuse by adults or other children. This policy concerns maltreatment of a child/vulnerable adult in contact with a WANEP-Nigeria team member. WANEP-Nigeria' policy is to react sensitively to any suspicions or allegations and deal with them appropriately. Any team member who has suspicions of or has witnessed any form of inappropriate behavior as defined in this policy should immediately report it to the Country Director or Regional Program Director as appropriate and the UK HR Director or US HR Services Director.

Any employee who is accused of inappropriate behavior towards a child/vulnerable adult, regardless of whether this is within or outside the work context, will be immediately removed from contact with children/vulnerable adults in the work context while the incident is being investigated.

Any inappropriate behavior towards a child/vulnerable adult, regardless of whether this is within or outside the work context, could constitute gross misconduct and could result in termination of employment. Appropriate action will also be taken against partners and others engaged in our work.

WANEP-Nigeria works in many situations which are inherently abusive to children/vulnerable adults, and in some situations it is unrealistic to intervene on a personal level in the lives of individuals who could be seen as suffering 'abuse' in the widest sense. Such concerns may be addressed more appropriately at a programmatic level. However, WANEP-Nigeria team members may well have a professional duty to act where there are concerns in relation to children/vulnerable adults with whom they are in contact, directly or indirectly. Their ability to act may be severely limited by particular circumstances prevailing locally, but concerns must still be raised, and possible action considered.

Values and Principles in working with Children/Vulnerable Adults:

When team members are in contact with children/vulnerable adults, they should:

- At all times treat children/vulnerable adults with respect.
- Regard them positively and value them as individuals who have specific needs and rights and a particular contribution to make.
- Work with them in a spirit of co-operation and partnership based on mutual trust and respect; value their views and take them seriously
- Work with them in ways that enhance their inherent capacities and capabilities, and develop their potential
- Strive to understand them within the context in which they live.

It is important for all team members in contact with children/vulnerable adults to:

- Be aware of situations which may present risks and manage these risks.
- Plan and organize the work and the workplace so as to minimize risks as far as possible.
- Ensure that a culture of openness exists to enable any issues or concerns to be raised and discussed.
- Ensure that a sense of accountability exists between team members so that poor practice or potentially abusive behavior does not go unchallenged.

Team members must be especially aware of potential abusive situations when working with children.

Team members must never:

- Develop physical/sexual relationships with children
- Develop relationships with children which could in any way be deemed exploitative or abusive
- Act in ways that may be abusive or may place a child at risk of abuse.

Team members must avoid actions or behavior that could be construed as poor practice or potentially abusive. For example, they should never:

- Use language, make suggestions or offer advice which is inappropriate, offensive or abusive
- Behave physically in a manner toward children which is inappropriate or sexually provocative
- Have a child/children with whom they are working stay overnight at their home unsupervised
- Sleep in the same room or bed as a child with whom they are working
- Do things for children of an intimate personal nature that they can do for themselves
- Condone, or participate in, behavior toward children which is illegal, unsafe or abusive

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- Act in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse discriminate against, show differential treatment, or favor particular children to the exclusion of others

PREVENTION OF SEXUAL EXPLOITATION AND ABUSE POLICY

All WANEP-Nigeria team members must be aware of and adhere to the Core Principles laid out by the United Nations and INTERACTION in 2002, to which WANEP-Nigeria is committed.

1. Sexual activity with children (persons under the age of 18, when not legally married) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defense.
2. Exchange of money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior is prohibited. This includes an exchange of assistance that is due to beneficiaries. Sexual acts with prostitutes are prohibited at any time during employment with WANEP-Nigeria.
3. Sexual relationships between expatriate humanitarian workers and beneficiaries are prohibited since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of humanitarian aid work.
4. Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, s/he must report such concerns via established agency reporting mechanisms.
5. Humanitarian workers are obliged to create and maintain an environment that prevents sexual exploitation and abuse and promotes the implementation of the code of conduct. Managers at all levels have particular responsibility to support and develop systems that maintain this environment.
6. Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment

D: Other USAID Contract Provisions Required by Law

WANEP-Nigeria, in accordance with donor regulations, requires certain certifications and provisions, set forth herein, to be included in all contracts.

1. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: http://www.treasury.gov/resource_center/sanctions/SDNList/Pages/default.aspx) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).
2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.
3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of

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a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.

4. WANEP-Nigeria, USAID, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

 5. The Contractor or its employees, or any Subcontractor or its employees, must not engage in any of the following conduct:
 - (i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;

 - (ii) Procure a commercial sex act during the period of this Contract;

 - (iii) Use forced labor in the performance of the Contract; or
 - (iv) Commit acts that directly support or advance trafficking in persons, including the following acts:
 - a. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - exempted from the requirement to provide or pay for such return transportation by WANEP-Nigeria under this award; or
 - the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - c. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d. Charging employees recruitment fees ; or
 - e. Providing or arranging housing that fails to meet the host country housing and safety standards.
- Contractor agrees to report in a timely manner to WANEP-Nigeria any credible information from any source that alleges the contractor or any sub-contractor has engaged in any of the prohibited activities identified in this provision.
6. The Contractor must inform its employees working under this contract in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and

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7. Contractor must disclose, in a timely manner, in writing to the USAID Office of Inspector General and WANEP-Nigeria all violations of US government criminal law involving fraud, bribery or gratuity violations potentially affecting this Contract.

Disclosures to USAID must be sent to:
U.S. Agency for International Development
Office of the Inspector General
P.O. Box 657
Washington, DC 200044-0657
Phone: 1-800-230-6539 or 202-712-1023
Email: ig.hotline@usaid.gov
URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>

8. The Contractor agrees to incorporate the terms of “Annex C” word-for-word in all of its sub-contracts funded under this Contract, if any.
9. Department of State Annex C [For Contracts to Be Performed Outside of the U.S.]

E: Other DOS Contract Provisions Required by Law

WANEP-Nigeria, in accordance with donor regulations, requires certain certifications and provisions, set forth herein, to be included in all contracts.

1. The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.
2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.
3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government has been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.
4. WANEP-Nigeria, the US Department of State, the Inspector General of the United States, and the Comptroller General of the United States, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers and records of Contractor that are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to a Contractor’s personnel for the purpose of interview and discussion related to such documents.



5. The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this contract may be used to promote, support, or advocate for the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked. The Contractor does not promote, support, or advocate the legalization or practice of prostitution.

6. WANEP-Nigeria has the right to terminate this Contract, without penalty, if Contractor or its employees, or any Subcontractor or its employees, engage in any of the following conduct:
 - (i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;

 - (ii) Procure a commercial sex act during the period of time that this Contract is in effect; or

 - (iii) Use forced labor in the performance of the Contract.

7. The Contractor agrees to incorporate the terms of “Annex E” word-for-word in all of its sub-contracts funded under this Contract, if any.

F: Other Contract Provisions Required by Law or European Union

NAME OF ORGANISATION has received funding from the European Union. NAME OF ORGANISATION, in accordance with the European Union regulations under which this contract is executed, requires certain certifications and provisions, set forth herein, to be included in all contracts.

Liability/Indemnity

Under no circumstances nor for any reason whatsoever will the European Union be held liable for damages as a result of the work pursuant to this Contract.

Right of Access/ Audit

- (c) The Vendor will be responsible for holding all invoices, receipts and financial and accounting documents relating to this Contract for at least seven years following final payment made under this Contract.

- (d) The Vendor will allow WANEP-NIGERIA or the European Union (or any other organisation authorised by the European Union) access to the location where the Vendor is based or any location where the Services are being implemented and to all documents, information and other material related to this Contract (including in electronic format), necessary to assess, or audit the implementation of the project and

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compliance with this Contract. Such audit may take place at any time during this Contract and up to seven years following final payment made under this Contract.

Confidentiality

The Vendor acknowledges that WANEP-NIGERIA has reporting obligations to the European Union. Accordingly, the Vendor consents to WANEP-NIGERIA sharing information about the Vendor or the Services with the European Union as required.

Anti-corruption

The Parties recognize that WANEP-NIGERIA has a zero tolerance approach to bribery and corruption. The Vendor will comply with all relevant anti-bribery and anti-corruption laws (including the UK Bribery Act 2010) and comply with the principles of WANEP-NIGERIA' Anti-Corruption and Anti-Bribery Policies, or equivalent policies, including: (a) not accepting or offering a bribe of facilitation payment; and (b) reporting immediately to WANEP-NIGERIA any bribery issues which the Vendor becomes aware of during this Contract; and, at the reasonable request of WANEP-NIGERIA, confirming in writing that they have complied with this Clause and provide any information reasonably requested in support of such compliance.

WANEP-NIGERIA recognizes that in complying with this Clause, the Vendor is not expected to risk life, limb or freedom.

Visibility

Any information or publications, in any form and medium, including the Internet, published pursuant to this Contract must include the following text or a similar disclaimer: "This document has been produced with the financial assistance of the European Union. The views expressed herein should not be taken, in any way, to reflect the official opinion of the European Union.

Principal of Ethical Procurement

The Vendor acknowledges that WANEP-NIGERIA must comply with the European Union's principle of Ethical Procurement including adhering to the minimum ethical standards of the avoidance of child labour, and the respect of basic social rights and working conditions based on international labour standards.

Payment/ Service Fee

Payment will be made to [Contractor's] bank account:

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Account No.	
Account Name	
Bank Name	
TIN	

Intellectual Property Rights

Clause 4 should state: WANEP-Nigeria shall be the owner of any [product] [copyrightable item] [patentable item] that results from the performance of the Contract.

If a different Clause is included and WANEP-Nigeria does not own the product/items add the following wording:

“The Contractor grants the right to WANEP-Nigeria and the European Commission to use freely and as it sees fit all documents produced under this Contract, whatever their form or medium.”

G: Other USDA Contract Provisions Required by Law

WANEP-Nigeria, in accordance with donor regulations, requires certain certifications and provisions, set forth herein, to be included in all contracts.

1. The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.
2. Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any US Government department or agency.
3. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government has been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.
4. WANEP-Nigeria, the US Department of Agriculture, the Inspector General of the United States, and the Comptroller General of the United States, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers and records of Contractor that are pertinent to this Contract, in order to make audits, examinations, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to a Contractor’s personnel for the purpose of interview and discussion related to such documents.
5. WANEP-Nigeria has the right to terminate this Contract, without penalty, if Contractor or its employees, or any Subcontractor or its employees, engage in any of the following conduct:
 - (i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;
 - (ii) Procure a commercial sex act during the period of time that this Contract is in effect; or

(iii) Use forced labor in the performance of the Contract.

6. The Contractor agrees to incorporate the terms of “Donors” word-for-word in all of its sub-contracts funded under this Contract, if any.

H. Reporting of currency and cash-based transaction required under Nigerian laws.

1. The special control unit against money laundering (SCUML) as well as Federal Ministry of Industry, trade and investment, in line with the provision of the “Money Laundering (Prohibition) Act (TPA)” 2011 (as amended) and Federal Ministry of Industry, Trade and Investment (designation of Non-Financial institutions) 2013 and 2016 respectively, requires designated non-financial institutions to report all currency transactions of N5,000,000 and above, in case of an individual or N10,000,000 and above, in the case of a body corporate within seven (7) days from the date of transaction.
2. The laws also require designated non-financial institutions to report all cash-based transactions in excess of \$1,000 or its equivalent within seven (7) days to SCUML through its online platform.
3. Accordingly, WANEP-Nigeria, being a registered and designated non-financial institution, in compliance with above requirements in clause a and b of this document is obliged to report all transaction to SCUML.
4. By signing this document, the vendor/contractor/service provider unconditionally allows WANEP-Nigeria to share necessary data and documents with SCUML and the “Economic and Financial Crimes Commission (EFCC).
5. Vendor/contractor/service provider also agrees to allow SCUML and EFCC the unconditional access to his bank account(s), account books and daily ledger with regard to the amount paid against this contract.

7. Attachments to the Tender Package

Attachment 1 -Supplier Information Form template

WANEP-Nigeria

Supplier Information Form

The information provided will be used to evaluate the Company before contracting with the WANEP-Nigeria.

Please complete all fields.

Supplier Information

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Company Name	
Any other names company is operating under (Acronyms, Abbreviations, Aliases)	
Previous names of the company	
Address	
Website	
Phone/Fax Numbers	Phone: _____ Fax: _____
Primary Contact	Name: _____ Phone Number: _____ Email Address: _____
# of Staff	
# of Locations	
Avg. Value of Stock on Hand (USD)	
Government - owned (yes/no)	
Name(s) of Board of Directors	

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Name(s) of Company Owner(s)	
Parent companies, if any	
Subsidiary or affiliate companies, if any	

Financial Information

Bank Name and Address, & Account number	
Name under which company is registered at bank	
Payment Terms: (Payments would be done Via Bank Wire Transfer)	
WANEP-Nigeria will do the payment after 100% delivery; do you agree on these terms?	

Product/Service Information

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Does the product meet the minimum technical specifications? If No kindly specify the type, brand & specifications quoted.	
What is your Delivery time after signing the purchase order?	

References

Client Name:	<u>Contact Name, Phone, Email Address:</u>
Client Name:	<u>Contact Name, Phone, Email Address:</u>
Client Name:	<u>Contact Name, Phone, Email Address:</u>

Supplier Self-Certification of Eligibility

Company certifies that:

1. It, its affiliates and subsidiaries, owners, officers, directors and key employees (to the best of its knowledge) are not the subject of any government's sanctions, designations, donor rules or prohibitions, or laws prohibiting transactions with it/them. It is not the subject of any donor government investigation into its misconduct with any other recipient of that donor's funding.
2. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in any form of terrorism or attacks on civilians and do not provide any form of material support or financial resources for individuals or organizations that do engage in any form of terrorism or deliberate attacks on civilians.
3. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not and do not engage in weapons or drugs manufacture, transport, sale or distribution.
4. It is not in default on any material credit agreement, bankrupt or being wound up, are having its affairs administered by the courts, have entered into arrangements with creditors, have suspended business activities, are 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.
5. It has not been determined to be in breach of a material contract by any legal body anytime within the past 2 years.
6. It pays taxes as and when due and is not currently the subject of any investigation or proceeding related to back-owed taxes.
7. It provides workers compensation insurance to its workers in accordance with the laws of the countries where it operates.
8. It pays social security obligations as required in the countries where it operates.
9. It, its owners, officers and directors have not been convicted of an offense concerning its professional conduct and has not engaged in grave professional misconduct.
10. It, its affiliates and subsidiaries, owners, officers, directors and key employees have not been the subject of criminal investigation or judgement for fraud, corruption, human trafficking, spying, weapons transport or smuggling, sexual exploitation or abuse, internal sexual misconduct, abuse or exploitation of children, involvement in a criminal organization or any other criminal activity.
11. It treats its employees with dignity and respect and maintains social operating standards, including: working conditions and social rights; avoidance of child labor, bondage, forced labor, human trafficking or exploitation; assurance of safe and reasonable working conditions; freedom of association; freedom from harassment (including sexual harassment), exploitation, abuse, bullying and discrimination; protection of basic social rights of its employees and WANEP-Nigeria beneficiaries.
12. To the best of its knowledge, no WANEP-Nigeria employee, officer, consultant or other party related to WANEP-Nigeria has a financial interest in the Company's business activities, nor is any WANEP-Nigeria employee related to any owner, officer, director or employee of the company, and, if so, it will ensure that the relationship is disclosed to WANEP-Nigeria and will not be used for improper influence. Discovery of an undisclosed Conflict of Interest will result in immediate revocation of the Company's Authorized Supplier status and disqualification of Company from participation in future WANEP-Nigeria procurement.
13. It understands that attempting to or agreeing to provide anything of value to any WANEP-Nigeria employee, agent or representative for the purpose of encouraging that person to award Company a contract or take or not take any action related to any contract will result in immediate termination of any agreement. Company certifies that it does not engage in such conduct.
14. It understands that WANEP-Nigeria seeks fair and open competition and the fairest price available and that any attempt by company to subvert fair and open competition, including working with other bidders to fix prices, working to exclude competition, seeking confidential information from WANEP-Nigeria or other bidders, using multiple related or controlled companies to give the appearance of competition, or any similar activity, will result in termination of any agreement. Company certifies that it does not engage in such conduct.

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15. It understands that WANEP-Nigeria prohibits any of its partners or suppliers from bribing public officials and certifies that it does not do so.
16. It is not conducting business under other names or aliases that have not been declared to WANEP-Nigeria.

If the Company cannot certify to any of the above it should explain why not. WANEP-Nigeria may take the individual circumstances into account for some situations. However, any false certification could be grounds for immediate disqualification and termination of any future agreement.

By signing the Supplier Information Form you certify that your Company is eligible to supply goods and services to major donor funded organizations and that all of the above statements are accurate and factual.

Company Name: _____

Name of Representative: _____

Title: _____

Signature: _____

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Attachment 2 -Price Offer Sheet template

Item Description	Quantity	Unit of Measure	Unit Price (NGN)	Total Price (NGN)
Edge 2022 8-speed auto transmission fuel tank capacity(1): 18.4 gallons	1	Piece		
Total (NGN):				
Company Name:				
Name of Representative:				
Title:				
Signature:				
Date:				
Tender #:	NIG/ABV/TEN/0001			

Final payment is subject to WHT which is 5% of the total offer. This is in line with the provisions of the Nigeria Tax Laws