**Request for Quotation (RFQ)**

**For the construction of Boreholes**

**RFQ Number: RFQ/NRCS/24/DM/055**

**ALL OFFERS IN SEALED ENVELOPE MUST BE SUBMITTED TO THE NRCS OFFICE. OFFERS NOT SUBMITTED AS SUCH MAY NOT BE CONSIDERED.**

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**If you do not receive all pages, please contact us immediately. Thank you**

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**Background:** The Nigerian Red Cross HQ Logistics and Procurement Unit invites sealed bids (referred as “Offers”) from suitably qualified and experienced traders / wholesalers / manufacturers (referred as “Supplier”) for the construction of boreholes in the following Clause 1 –“**Item description”,** Table A

1. **Item description:**

|  |
| --- |
| **TABLE: A** |
| **S. No** | **DESCRIPTION OF ITEMS** | **QUANTITY** | **UoM** |
| 1 | **Construction of Boreholes in Adamawa state: Hong & Fufore LGAs** | 2 | set |
| 2 | **Construction of Boreholes in Anambra state: Awka-North LGA** | 2 | set |
| 3 | **Construction of Boreholes in Kebbi state: Ajaokuta & Bassa LGAs** | 2 | set |
| 4 | **Construction of Boreholes in kogi state: Suru & Koko besse LGAs** | 2 | set |
| 5 | **Construction of Boreholes in Oyo state:  Egbeda & Ibadon south LGAs** | 2 | set |
| 6 | **Construction of Boreholes in Rivers state: Ahoda east LGAs** | 2 | set |
| **NOTE: For Specifications, Packing and other pertinent information, refer ANNEX:6 pricing Template** |

1. **The Request for Quotation (RFQ) consists of the following Annexes:**

Request for Quotation (This document)

NRCS terms and Conditions for Supply Contracts Annex:1

Supplier Registration Form Annex:2

Pricing Form Annex:4

Declaration of Undertaking (interest) Annex:3

Specification Annex: 6

1. **Qualification – Required Documents:**

The following documents must be submitted (filled in, stamped, and signed as advised below) with your offers. Failure to do this, may lead to disqualification of suppliers.

|  |  |
| --- | --- |
| **S. No** | **Description of documennts** |
| 1 | NRCS General terms and conditions- Annex:1(Signed and Stamped) |
| 2 | NRCS Supplier Registration Form Annex:2(Filled in,Signed and Stamped) |
| 3 | NRCS Pricing Form Annex:4A (Filled in, Signed and Stamped) |
| 4 | Declaration of Undertaking - Interest – Annex:3 (Filled in, Signed and Stamped) |
| 5 | NAFDAC license and Nigerian Organization for standardization. confirming availability of quality assurance and quality control (QAQC) of the company and staff, NAFDAC approval for the company |
| 6 | Updated Business Registration Certificate or Certificate of Incorporation |
| 7 | Recent Tax Compliance Certificate and TIN (Tax Identification Number) |
| 8 | Copies of completed contracts (of at least last 3 years) as evidence of providing similar items to other institutions / organizations such as e.g.: INGO, Red Cross (NRCS, IFRC, ICRC, etc.), United Nations, and others.  |
| 9 | Warranties of any item that may require, if any |
| 10 | Warranties of any item that may require, if any |

1. **The following is the “time schedule”****:**

|  |  |  |
| --- | --- | --- |
|  | RFQ Launch of RFQ | 28th May, 2024 |
|  | Collection of RFQ | 28th May, 2024 |
|  | Deadline for seeking Clarifications (Queries) | 11th June, 2024 |
|  | Deadline for submission of sealed bids: | 11th June, 2024 **by** 10.00 a.m. local time  |

**Note: \*** *These dates are tentative, and NRCS reserves the right to award the contract either before or after this date.*

1. **Delivery remarks:** The goods to be delivered to delivery addresses mentioned under clause 1 - Table A
2. **Important to note:** NRCS reserves the right to invite shortlisted companies to present their company profile at our office at NRCS HQ Abuja office for better understanding of the companies professional and financial background and capacity in providing the required goods.
3. The RFQ and Annexes must be carefully and thoroughly read as failure to observe the information and conditions laid out here may result in disqualification from the evaluation process.
4. **Request for clarification:**

The suppliers are required to submit any request for clarification ONLY regarding this RFQ to email:procurement@redcrossnigeria.org latest by the date mentioned in the clause 4 above.

The NRCS will respond all queries as per the timeline stipulated in the clause 4 above.

The responses to the queries (without disclosing the names of the suppliers) will be uploaded on the same web link from which the RFQ documents were initially downloaded. The suppliers are requested to regularly check the link for any updates.

1. **Guidelines for Submission of offers:**

All Offers to be submitted in HARD COPIES (printed form) only.

All suppliers are required to submit a bank reference letter for confirmation of supplier offers referred as “Solvency letter from the bank confirming your bank account & financial solvency” under clause 3.

All offers along with required information and Annexes laid down in this document and **Annex: 4,** should be properly sealed in an envelope, signed and stamped.

All envelopes should be marked as following:

**Technical and Administrative offer A only**

**Request for Quotation**

**For the construction of boreholes**

**Ref: RFQ/NRCS/24/DM/055**

**Financial offer B only**

**Request for Quotation**

**For the construction of boreholes**

**Ref: RFQ/NRCS/24/DM/055**

All offers should be clearly label as stated above and dropped in the Tender Box located at the following address:

**Procurement Unit, NRCS HQ, Plot 589, TOS Benson Crescent, Opp Ngozi Okonjo Iweala Way, Utako District – Abuja**

Any offers sent through registered Courier Company, should also be submitted to the procurement Unit on the address mentioned above.

The Sealed envelope must be delivered before the deadline mentioned in the Clause 4- Time Schedule of this RFQ. Any offers submitted after the deadline may be rejected. All the suppliers will be responsible to ensure their courier / representatives etc or submit their offers before the deadline.

Offers not meeting the submission requirements will not be considered.

Please note that no pricing information must appear on the envelope or cover page.

The offer must include the following: date, signature, name, telephone, title, email address of the authorized representative of the firm submitting the offer including the firms mailing address and include terms of payment (if different than NRCS T&Cs) including early payment discounts, if any.

All proposals must be submitted in English language.

The currency of offer should be only NGN (Nigerian Naira)

NRCS may at its discretion decide to extend the deadline for submission of offers. In the event of such an extension, we will ensure that all suppliers are informed simultaneously through a notification on the same web link from which the RFQ documents were initially downloaded. The suppliers are requested to regularly check the link for any updates.

1. **Samples submission:**

All suppliers are requested to provide pictorial sample of previous job done as per attached specifications in **Annex: 6**

The sample must conform to the provided specifications.

The samples should be submitted alongside the offer before the deadline for submission of offers. The samples should be clearly marked with Supplier’s name.

NRCS shall return the samples to the suppliers once the decision is made and the supplier is selected. All suppliers will be notified to collect the samples.

1. This RFQ does not commit the National Society to award a contract or to pay any costs incurred in the preparation or submission of offers, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or supplies.
2. **All or none clause:** The NRCS reserves the right to accept or reject any or all offers, and the lowest offer need not be accepted without assigning any reason. Furthermore, the NRCS reserves the right to cancel the tender all together without assigning any reason, prior to the issuance of the purchase order/contract. NRCS also reserves the right to split the award of contracts/Purchase Order among the best compliant suppliers if it is in the best interest of NRCS.
3. Failure to comply with any of the above requirements will justify rejection of the offers. The NRCS reserves the right to negotiate with any of the proposers or other firms in any manner deemed to be in the best interest of the NRCS. It also reserves the right to negotiate and award separate or multiple contracts for the elements covered by this RFQ if any combination it may deem appropriate, in its sole discretion; modify or exclude any considerations, information or requirements at any stage of procurement process, including during negotiations with proposers/service providers.
4. Suppliers must provide all requisite information and clearly and concisely respond to all points set out in this RFQ. Please present your submission and quotation accordingly and sequentially. Offers that do not fully and comprehensively address the RFQ may be rejected. Kindly note that unnecessary brochures not solicited for that provide beyond sufficient information are not encouraged. Proposals should be effectively prepared and organized according to the guidelines provided.
5. **General Clauses:**

Except where expressly varied in the contract, NRCS Terms and General Conditions attached hereto will apply **(Annex: 1).**

Should your offer be accepted, you will be required to sign and return a formal agreement confirming your acceptance.

The NRCS reserves the right to make regular market comparisons of other suppliers to ascertain that we are receiving the best and most competitive price.

The service provider/s shall maintain true & correct records in connection with the goods to be supplied to the NRCS.

1. **Liquidated Damages:**

Please be advised that a penalty of 0.5% per day up to a maximum of 10% of the DDP (INCOTERM 2020) value of each purchase order shall be charged for delivery after the agreed schedule which shall be clearly stipulated under each purchase order.

1. **Transport Costs:** The transportation costs must be included in the offered prices, covering delivery to the final destinations provided in the Table A
2. **Taxation:** Please note that your price quotation should not include VAT as NRCS is exempted from paying Value added tax but WHT will be deducted by Nigerian Red Cross society.
3. **General Terms and Conditions:** Acceptance of your offer entails waiving by the supplier of its General Conditions of sales. All terms and conditions not mentioned herein shall be governed by the NRCS’s “Terms and General Conditions” attached hereto as **Annex: 1** and being considered as an integral part of the purchase. Submission of an offer confirms acceptance of the general terms and conditions by the supplier.
4. **Payment Terms:** The normal terms of payment of the NRCS are through Bank transfer within 30 days of satisfactory delivery of goods and documents in apparent good order. Suppliers must therefore clearly specify in their offers the payment terms being offered, if different from these.
5. **Supplier Registration Form:** Suppliers must be registered with NRCS. Please fill in the supplier registration form **Annex: 2** and return the same with your offer, including an original statement from the bank, for the banking account to be used. Please note that documents should be in English.
6. **DOCUMENTS:** The following are the required documents with each delivery:

Commercial Invoice

Packing list

Delivery note (Delivery Challan)

Satisfactory Delivery Inspection Reports/Comments with pictures

Any other document as required in the relevant Purchase Order / Contract.

1. **Bid Evaluation:** The supplier shall be evaluated based on the submitted offers as well as supplier registration form and supporting documents. The evaluation will involve consideration of several factors such as the following, but not limited to:

Delivery timeline 20%

Compliance with the required NRCS specifications 20%

Unit cost 30%

Previous relevant experience 05%

Reference from previous client 05%

Operating Licences 20%

1. **Pertinent Information:** NRCS is not bound to select any of the suppliers submitting the offers and does not bind itself in any way to select the firm offering the lowest price. The contract will be awarded to the offer considered most responsive to the needs, as well as conforming to NRCS general principles, including economy and efficiency and best value for money.
2. **Quality Assurance:**

Prior to and /or after signing the Purchase contract, a supplier/factory evaluation may be done to determine that the factory meets acceptable standards. This may include but not limited to; standards such as social compliance in accordance with technical competence and quality assurance.

All products may be subject to inspection and testing (if applicable) by the NRCS or its designated representatives, to the extent practicable at all times and places, prior to final acceptance by the NRCS. Such testing shall be done in accordance with SAQL (standard Acceptable Quality Limit, wherever applicable) and penalties plan. (Refer **Annex: 4** for pricing).

Payment by the NRCS does not imply acceptance of products nor of any related work or services provided pursuant to this agreement. Failure to inspect and accept products shall neither relieve the supplier from responsibility for non-conforming goods nor impose liabilities on the NRCS, therefore.

NRCS strives to deliver quality goods to its beneficiaries and constitutes the dignity, health and safety of the beneficiaries at its topmost priority. As a general rule, goods not compliant to the required specifications shall be straight away rejected. Therefore, to ensure that right goods are delivered by the supplier a penalty clause shall be stipulated in the Purchase agreement to cover the concerns related to delivery of non-compliant goods.

In case of procurement funded by specific donors, the donor, if required, shall be able to conduct inspection of consignment or test at supplier’s premises. All inspection and tests on the premises of the supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the supplier.

1. **Non-Conforming Items:**

Once items have been received, NRCS reserves the right to not accept, if any item or particulars are found to be non-conforming during inspection process. All costs associated with visual or laboratory inspections which are found to be non-compliant will be borne by the supplier including the associated penalties as a result of the non-compliant products.

If any inspection or test is made on the premises of the supplier, the supplier shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the shelter shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the supplier.

1. **Penalty Clause:**

Please be advised:

In the event of any delay in the delivery of the goods covered by the order/contract, or in their transport until delivery up to the final destination/s, for reasons attributable to the Supplier, NRCS reserves the right to apply a delay penalty, equivalent to 0.5 per cent (%) of the value of the goods delayed for each day up to a maximum of 10% of the DDP (INCOTERM 2020), as per NRCS T&Cs.

The above-mentioned penalty will under no circumstances exclude the Supplier from the obligation to compensate NRCS for any damages incurred as a result of the delay.

If the supply has not been completed during the agreed time period, any additional costs or damages incurred by the NRCS due to such delay may be withheld from any amounts owed to the Supplier.

1. **Corporate Social Responsibility**

**Social standards:** The suppliers either working or seeking to work with NRCS must commit to respect internationally recognized human rights principles and labour standards, suppliers or service providers must:

Conduct their business in respect of fundamental human rights and be in no way complicit in human rights abuses.

Uphold the abolition of all forms of forced labour.

Uphold effective elimination of child labour.

Guarantee a safe working environment for employees.

**Environmental considerations:** Whenever possible and economically viable, NRCS shall seek to procure goods and services that lessen the burden on the environment. The supplier’s environmental performance shall be passed on the following criteria:

Environmental policy, committing the supplier to reduce environmental impacts.

Resources dedicated to environmental management (dedicated function or team).

Implementation of an environmental management system.

1. **Code Of Conduct Clause:**

**Principles of Conduct Clause:** Suppliers seeking to work with the NRCS shall respect the following principles:

**Business Ethics:** Supplier is expected to maintain the highest degree of business ethics when working with the NRCS.

**Transparency of information provision:** Supplier shall not be involved in any fraudulent activities, misrepresent information or facts for the purpose of influencing the selection and contract awarding process in its favour.

**Fair competition:** Supplier shall not be involved in any corrupt, collusive or coercive practices.

**Officials not to benefit:** The Supplier represents and warrants that no official of the NRCS has been, or shall be, admitted by the Supplier to any direct or indirect benefit arising from this Request for Quotation, Purchase Order / Contract or the award thereof. The Supplier agrees that breach of this provision is a breach of an essential term of this Purchase Order/Contract.

If at any time during the registration or procurement process the NRCS determines that the supplier is in violation of the above-mentioned principles, that supplier’s request for registration or offer may be rejected as ineligible. All costs in relation to the cancellation of contracts shall be borne by the supplier.

In case of illegal or corrupt practices have related to the award of the execution of the Purchase Order/contract, the NRCS has the right to terminate the Purchase Order or cancel the Contract by giving a notice of the termination in writing to the supplier.

1. **Safeguarding**

Consistent with our values and the charitable purposes for which we exist, the Red Cross expects the Supplier to safeguard from abuse or harassment:

* 1. its staff, employees, contractors, agents and/or any others retained or engaged by it; and
	2. Those who come into contact with its staff, employees, contractors, agents and/or any others retained or engaged by it.

The Supplier warrants that it shall take all reasonable steps to prevent:

* + 1. actual, attempted or threatened abuse, harassment or sexual exploitation by its staff, employees, contractors, agents, volunteers or any others retained or engaged by the Supplier; and
		2. its staff, employees, contractors, agents, volunteers or any others retained or engaged by the Supplier engaging in any abuse of a child under 18 or an adult at risk of abuse in the course of their work for the Supplier,

 And

the Supplier confirms that such steps shall include, at the very least:

* 1. full compliance with all relevant statutory and regulatory requirements relating to safeguarding, an appropriately robust safeguarding policy, performance of disclosure checks at the appropriate level on any staff, employees, volunteers or other persons under the control of the Supplier who come into contact with children under 18 or adults at risk of abuse in the course of their work for the Supplier, and prevention of any unsupervised contact between staff, employees, volunteers or other persons under the control of the Supplier and children under 18 or adults at risk of abuse in the course of their work for the Supplier; and
	2. Taking all reasonable steps to ensure compliance with the above by any sub-contractors or agents of the Supplier.

If the Supplier becomes aware of any safeguarding issues in relation to the voucher programme they will notify the relevant focal point at the NRCS immediately.

1. **Whistle blowing**
2. In the case that any misconduct has occurred by staff or volunteers of the Red Cross, or by anyone involved in the voucher programme it should be raised to a senior manager within NRCS / British Red Cross.
3. Alternatively contact can be made through NRCS protected reporting system which is a confidential route for raising concerns and be assured they will be fully addressed. NRCS projected reporting system can be used to report any possible breaches such as corruption, fraud, dishonesty, harassment, sexual violence and abuse, unethical behavior and abuse of child labour. Calls can be anonymous and can be done by calling our Toll Free numbers +234 803 123 0430 / +234 809 993 7357 / +234 708 060 1149 / +234 705 699 0020or by sending an email to integrity@redcrossnigeria.orgor by filling directly a complaint on <https://ifrc.integrityline.org>
4. **Delivery Terms:** The contract is for delivery under DDP Incoterm 2020 locations as the address provided under clause 1 - Table A
5. **Validity:** Your offer must remain valid for 30 days during which period if chosen, the NRCS will establish a purchase order / contract with supplier/s.
6. **Supplier Due Diligence:** All our suppliers must be validated against official sanctions lists published on the below websites:

**Further information and questions:**

All questions concerning this procurement to be sent by e-mail ONLY to: procurement@redcrossnigeria.org