**CONDITIONS OF TENDERING**

1. **Definitions**

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

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

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

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

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

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

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

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

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

1. **The Contract**

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

1. **Late tenders**

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

1. **Correspondence**

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

1. **Acceptance of tenders**

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

1. **Alternative offer**

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

1. **Prices**

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

1. **No reimbursement of tender expenses**

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

1. **Non-Disclosure and Confidentiality**

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

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

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

1. **Information and Record Keeping**

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

1. **Anti-Bribery and Corruption**

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

1. **Child Protection**

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

1. **Exclusion Criteria**

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

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

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

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

Any Bidder who submits a bid undertakes unequivocally thereby:

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

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

1. **Cost of Preparing Quotations**

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

**KEY CONTRACTUAL TERMS**

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

# The Services

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

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

# Ethical Standards and Audit Requirements

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

# Performance

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

# Indemnity

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

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

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

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

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

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

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

# Price and Payment

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

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

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

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

**Our values and principles**

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

**What we do**

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

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

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

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

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

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

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

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

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

You are obliged to:-

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

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

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

#  Vendor Code of Conduct

****

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

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

## General Disclaimer

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

### I. Compliance with Laws

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

A. Maintain Accurate Records

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

### II. Human Rights

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

### A. Child Labor

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

### B. Human Trafficking

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

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

**III. Employment Practices**

### A. Harassment

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

### B. Non‐Discrimination

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

#### C. Substance Abuse

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

**IV. Anti‐Corruption**

### A. Anti‐Corruption Laws

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

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

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

### B. Illegal Payments

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

#### C. Unfair Business Practices

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

#### D. Gifts/Business Courtesies

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

#### V. Conflict of Interest

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

**VI. Information Protection**

### A. Confidential/Proprietary Information

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

### B. Intellectual Property

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

C. Information Security

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

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

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

**VIII. Global Trade Compliance**

### A. Security

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

### B. Import

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

#### C. Export

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

**IX. Quality**

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

### A. Counterfeit Parts

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

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

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

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

### B. Consequences for Violating Code

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

#### C. Ethics Policies

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

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

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

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