FATI ABUBAKAR
ARTS FOUNDATION

INVITATION TO TENDER

Fati Abubakar Arts Foundation (FAAF) is a registered non-profit organization in Nigeria. The Foundation uses visual arts; photography and film to showcase life of ordinary Nigerians in a positive and uplifting way. The Foundation focuses on healing and memorialization initiatives, using visual arts as a medium to highlight problems at the community level…

FAAF is implementing a project titled "**Bits of Borno: Arts and photography for memorialization and healing**" in Borno State of Nigeria. Bits of Borno is a project that chronicles the everyday lives of people in communities around Borno, north-eastern Nigeria where there has been a decade long conflict caused by the deadly Islamist armed group, Boko Haram.

In conformity with Nigerian tax laws, **FAAF will withhold 5% of the total value of your quotation and remit to the tax authorities using your company's tax tin number**

1. **DESCRIPTION**

DESCRIPTION	UNIT	QUANTITY
Photo Booth DSLR and its accompanying Photo printer	Pcs	2

2. SCHEDULE

	DATE	TIME
Start date for requesting clarification from the Contracting Authority	17/10/2024	08:30 am
Last date for the Contracting Authority to issue clarification	27/10/2024	05:00 Pm
Deadline for submitting tenders	28/10/2024	–
Tender opening session	04/11/2024	10:00 am
Completion date for evaluating technical offers	08/11/2024	–
Notification of award	11/11/2024	–
Contract signing	15/11/2024	–
Expected delivery date	22/11/2024	–

The application must be submitted in a sealed envelope and contain the following:

3. COMPULSORY DOCUMENTS:

- CAC
- TAX clearance Updated

- SCUML -Special CONTROL UNIT AGAINST MONEY LAUNDRY
- Bank introductory letter
- Evidence of work with organizations in the recent 2 years.
- Company Profile
- Cover Letter
- Copies of relevant certifications or accreditations related to similar supply

NOTE: Use A4 paper to prepare the tender package, don't attach unnecessary documents. Don't submit big profiles.

4. TENDER PROPOSAL

Tenderers are invited to submit their best technical and economic tender in English to the exact formats and specifications required by FAAF. Tenders not respecting these formats and specifications will be rejected.
The price proposal must be initiated and signed by an authorized person.

5. CURRENCY

All prices shall be expressed in **Nigerian Naira (NGN) Excluding taxes (Note that FAAF is exempted from VAT tax)** and associated costs**.** This is to allow for a fair comparison of prices, following the award of the contract.

6. TENDER VALIDITY

Tenders shall remain valid for **Three (03)** calendar months after the deadline for receipt of tenders.

7. TENDER PRESENTATION

Tenderers can submit to FAAF office at "**No 43 Shehu Bukar Road along Polo Maiduguri Borno State, Nigeria**" or to;
procurements@faaf.ng.

8. COMPLIANCE

Your basic offer shall strictly follow the technical specifications specified in the Tender form. The award of the contract is based on the criteria listed in the Tender Process.

9. TECHNICAL OFFER

A **technical** tender offer describing how the tenderer intends to carry out the tasks as described in the contract. Respecting all the obligations imposed by the specifications, bearing in mind the principles and values of FAAF.

The tender should include:
Technical Specification & Prices, the tenderer confirms the technical specification of Services/Goods /Materials presented by FAAF.

10. PRICE PROPOSAL

Clear financial proposal related to Office Supplies inclusive of all (preparation Cost, Maintenance cost, maintenance, hygiene in the facility, government taxes) This price proposal is an integral

part of the contract resulting from this invitation to tender and will serve as a control instrument for our finance team during invoice verification. Any component not found in this list can be neither invoiced nor paid, therefore, it should be comprehensive. By providing this price list, tenderers agree to abide by it and its accompanying conditions in carrying out the contract. Additional services that the service provider would be willing to provide FAAF at no cost.

a. Questions / Request for clarification

Any requests for clarification may be submitted to mujahid@faaf.ng or the FAAF Office before 20th October, 2024 within business hours (8:00 am to 5:00 pm). FAAF representative will answer within 24 hours after submission of the clarification request.

b. Clarification meeting/site visit

No clarification meeting is planned. However, it's suggested that suppliers read all documents carefully and request clarification if needed.

c. Alteration or withdrawal of tenders

Tenderers withdraw their tenders by written notification before the deadline for submission of tenders. Withdrawals must be unconditional and will end all participation in the tender procedure. No alteration is allowed after the submission of the Tender.

d. Costs of preparing tenders

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

e. Late Proposal

Tenders must be received before (see the schedule). Tenders received after the closing date will not be considered unless, in FAAF's sole opinion, there are exceptional circumstances that have caused the delay.

Award Criteria		Max. points
Technical offer/approach paper evaluation		
Administrative criteria	Available and submitted APPENDIX A - Tenderer's Declaration – Accepted, Signed and Stamped	
	Available and submitted APPENDIX B - Technical Specification & Prices – properly filled, Signed and Stamped	Pass/ Fail
	Available and submitted APPENDIX C - Reference (three references from customers) - properly filled, Signed, and Stamped	
	Available and submitted Proof of Company Registration in Nigeria	
	Available and submitted proof of financial strength (bank statement for last 3 months, financial reports, Tax Certificate latest valid one, etc.)	
	Available and submitted copy of the audited financial statements for last year (balance sheet and income	

Technical Offer	statement).	
	Relevant experience of the firm: Past experience and performance record. Include letters of reference and/or previous Purchase Orders and previous experience of any similar contract is desirable.	30%
	Proper understanding of the requirements for services, including assumptions: include any assumptions as well as comments on the data indicated in the ITT, or as you may otherwise believe to be necessary.	15%
	Any comments or suggestions on the ITT, as well as detailed description of the manner in which the firm would respond to the ITT. Execution Timeline for Project completion (Time is of the essence here)	15%
TOTAL:		**60%**
Financial offer		
Financial offer	Pricing and Cost (i.e. Competitive Pricing and Clear Breakdown of Cost)	30%
	Payment Terms and Conditions (i.e. Flexible Payment Options and Clear terms and Conditions)	10%
TOTAL:		**40%**

11. NOTIFICATION AWARD AND CONTRACT SIGNATURE

The successful tenderer will be informed in writing that their tender has been chosen (notification of award). FAAF will agree with the selected tenderer on the final contract version and will send the signed documents in two original copies to the successful tenderer.
The unsuccessful tenderer(s) will be informed by letter within the thirty (30) days following the award.
Within five (5) working days following the reception, the successful tenderer will sign, date, and send back the contract. The selected tenderer will have to communicate the number and exact references of the bank account where the payments will be executed.
If the successful tenderer fails to sign and send back the contract within five (5) working days, FAAF can consider (after notification) the award as null and void.

a. Ownership of tenders

FAAF retains ownership of all tenders received under this tender process. Consequently, tenderers have no right to have their tenders returned to them. FAAF guarantees that tender offers shall remain confidential.

b. Type of contract

The contract that will be concluded between the successful tenderer and FAAF is done according to FAAF's standard contract which will be a framework agreement contract. Basic contract terms are mentioned in clause 12.
By submitting an offer to this Invitation to Tender, the tenderer accepts FAAF´s contract terms. If any remark or reserve were to be raised by the tenderer, they should be written down in a free format document included in the tender. Such documents should include the tenderer's proposal

to replace the discussed sections of the contract.
If the tenderer submits an offer with no clear feedback on contract terms, then FAAF will consider the submitted contract terms to have been accepted in full by the tenderer.

12. Contract Terms

The contract that will be concluded between the successful tenderer and FAAF is done according to FAAF's standard contract. Some of the basic conditions are hereunder:

a. Duration

FAAF will sign the framework agreement with a supplier or multiple suppliers valid for two 1 year.

b. Price & Payment

Prices shall remain fixed for one year. Prices are inclusive of the total cost of service/goods and government taxes.
Payments will be carried out only after successful delivery of goods. The supplier will submit the invoice along with GRN. The finance department will process the payment within thirty (30) days after the reception of the complete documents. Government Withholding Tax (WHT) will be deducted at source as per law.

c. Quality

The supplier will ensure the best quality. In case of unacceptable quality, FAAF reserves the right to decline delivery partially or as a whole. The supplier will be borne the replacement cost.

13. GUARANTEE / LIABILITY

The supplier will waive FAAF from any liability loss or damage that occurred during the provision of goods to FAAF.

14. TERMINATION

Both parties are entitled to terminate the contract in case of breach of contract or force majeure after serving termination notice one month in advance. In case of termination of contract, FAAF only pays for delivered and accepted service.

15. APPLICABLE LAW

The contract shall be governed by Nigerian Law

Cancellation of the tender procedure

In the event of a tender procedure's cancellation, tenderers will be notified by FAAF.
Cancellation may occur where:

1. The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received, or where there has been no response at all.
2. The economic or technical parameters of the project have been fundamentally altered.
3. Exceptional circumstances or *force majeure* render normal performance of the project impossible.

4. All technically compliant tenders exceed the financial resources available to FAAF.
5. There have been irregularities in the procedure, in particular where these have prevented fair competition.

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

APPENDIXES

Appendix A: Tenderer´s declaration

Appendix B: Technical Specification & Prices

Appendix C: References (three references minimum)

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APPENDIX A: TENDERER'S DECLARATION

We the Undersigned accept in full and without restriction the conditions governing this tender as the sole basis of this competition, whatever its conditions of sale may be, which we hereby waive.
We have examined carefully, understood, and complied with all conditions, instructions, forms, provisions, and specifications contained in this tender document including the contract template with its annexes. We are aware that failure to submit a tender containing all the information and documentation expressly required, within the deadline specified, may lead to the rejection of the tender at FAAF's discretion.

We hold no reservations regarding the tender document and are aware that any reservation may result in the rejection of the tender by FAAF.

We are not aware of any corruption practices in this competition. Should such a situation arise, we shall immediately inform FAAF in writing.

We declare that are affected by no potential conflict of interest, and that we and our staff have no particular link with other Tenderers or parties involved in this competition. Should such a situation arise during the performance of the contract, we shall immediately inform FAAF in writing.

Company name and address:
Company's Representative name:
Title of Representative in the Company:
Representative's signature and stamp:

City, date:

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APPENDIX B: TECHNICAL SPECIFICATION & PRICES

Instructions:

- Fill the prices column clearly (readable manner) in Nigerian Naira (NGN)
- Supplier should quote based on the specifications.
- Don't leave any cell in the price column empty, if not quoting fill the cell with "NA"
- By signing Appendix B, you confirm that prices are valid for 3 Months. If you do not agree specify it separately Check the specification before quoting the price as no alteration is allowed after the submission of the tender.
- Must fill the supplier section below with signature, without signature Appendix B will not be accepted and may cause rejection of the whole tender.

No	Item Description	Unit	Qty	Unit Price (NGN)	Total Price (NGN)
1	*Photo Booth DSLR and its accompanying Photo printer*	Pcs	2		

Supplier Name	
Representative Name (sale/agreement)	
Phone	
Email	
Sign & Stamp	

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APPENDIX C: THREE (3) REFERENCES

REFERENCE 1	
NAME	
EMAIL	
ADDRESS	
PHONE	
CONTACT PERSON	
VALUE OF BUSINESS DONE IN ONE YEAR (2023)	
REFERENCE 2	
NAME	
EMAIL	
ADDRESS	
PHONE	
CONTACT PERSON	
VALUE OF BUSINESS DONE IN ONE YEAR (2023)	
REFERENCE 3	
NAME	
EMAIL	
ADDRESS	
PHONE	
CONTACT PERSON	
VALUE OF BUSINESS DONE IN ONE YEAR (2023)	