# Instructions to Bidders

## Number of Quotes Per Bidder:

Only one quote per firm will be accepted.

## **Quote of Statement of Compliance:**

The Contractor will Carry out the Financial Audit on MAG Financial statements for 2022 Fiscal

year

## Specific objectives of the audit

Provide an opinion on the financial justification, in particular on whether the overview gives a true and fair view of revenues and expenditures in accordance with the conditions set out in the decision and with generally accepted accounting principles.

Assess the internal control structure and control risk and identify reportable circumstances, including material weaknesses in internal control.

Conduct observations to determine whether MAG has materially complied in all respects with the conditions set forth in the decision. Identify any matters of material interest that do not meet the conditions and any matters that suggest improper conduct

## Preparation of the audit

The auditor assesses the follow-up of findings and recommendations from previous audits that may have an influence on the audit method to be applied in the next period. In this context the auditor ensures that the MAG has made the necessary corrections in time.

## Establishment of the audit program

The certified public accountant draws up an audit program, including a study of the structure and functioning of the internal control system, numerical evaluations and a study of the files.

## Implementation of the audit

The certified public accountant checks the financial justification by ensuring that all transactions are accurate and complete, in order to be able to issue a certification certificate. The accountant ensures that the audit file includes sufficient, adequate and relevant evidence and records the audit steps taken and the results of those steps.

## Audit report

The firm must send MAG Nigeria four copies of the audit report. The accountant's report shall include the following elements

The preparation, scheduling and implementation of the audit

The financial justification, with comments, according to generally accepted accounting principles. A certification statement providing an unambiguous judgment on the financial justification. Submit to MAG two copies of the Management Letter/Recommendations Report on the system of internal control.

MAG will meet with the auditor's firm at the beginning of the audit to discuss any financial or compliance issues contained in the terms of reference that it wishes to emphasize and will provide guidance regarding the execution of the audit.

It is MAG's responsibility to ensure that all documents are available to enable the audit firm to perform the necessary work and to submit the audit report within a reasonable period of time after the work has begun.

The start of the mission is scheduled for 1<sup>st</sup> of May 2023 The deadline for completion of the work and issuance of the draft report is 17<sup>th</sup> May 2023. The final report is to be issued 30<sup>th</sup> May 2023 after acceptance of the draft report by MAG. Auditors will be required to provide a schedule prior to the start of the assignment.

Location and duration: **3 days** in Abuja and **2 days** in Maiduguri Payment will be made once the final audit report has been validated, provided that the jointly defined schedule and deadlines and the quality criteria in the contract have been met.

### As part of the bid, you are required to provide:

1. A copy of your Corporate Affairs Commission (CAC) certificate as proof of being a registered company for local vendors or duly registration certification/license to operate as a cleaning

organisation.

2. VAT clearance certificate or evidence of registration

**3.** Detailed company profile; and

4. A list of your past references; at least 3.

Currencies:

Prices shall be stated in Naira (N).

#### Language:

The quote, as well as all correspondence and documents relating to the offer, shall be in English.

#### Validity:

Quotes shall remain valid for 90 calendar days from the due date for receipt of quotes. In exceptional circumstances, prior to expiry of the original offer validity period, MAG may request that the Bidder extend the period of validity for a specified additional period. A Bidder agreeing to the request will not be required to modify their quote.

### Due Date and Time for Submission of Quotes:

The bid package must include:

- The financial offer

- The technical bid

Bids must be received by MAG no later than **10<sup>th</sup> of March 2023**. MAG may, at its discretion, extend the due date and time for the submission of quotes by amending this RFQ. Any quote received by MAG after the due date and time for submission of quotes will be rejected. Submission should be done physically to the MAG office by a representative of firm

### MAG Addresses:

Abuja: 4 Fez Street, Off Kumasi Crescent, Wuse II. Abuja Maiduguri: BO/426, No 11 Bukar Dipcharima Road, Next to Forshams, Old GRA, Maiduguri, Borno State.

### **Evaluation of Quotes:**

Quotes will be evaluated based on the following criteria: Delivery time/days of the quote Total price

### **Clarification of Quotes:**

During evaluation of the quotes, MAG may, at its discretion, ask the bidder for a clarification of their quotes. Clarifications are limited exchanges with a Bidder to resolve minor or clerical errors; they do not offer an opportunity for a Bidder to modify or change an offer.

### Award Criteria:

MAG is not obligated to make an award by having issued this solicitation. Any award(s) will be made to the responsible bidder whose offer(s) has/have been determined to be most advantageous to MAG.

MAG has the right to withdraw or change this RFQ at any time. Bidders' quotes are done so at the sole cost and expense of the bidder with no obligation on the part of MAG.

### Confidentiality:

Information submitted in response to this RFQ will be held in confidence.

### Contract Type:

The contract awarded will be on a Fixed Price



NIGERIA

FOR ABUJA AND MAIDUGURI

**REQUEST FOR QUOTATION - RFQ v2** 

Date: RFQ Reference: MAG-RFQ-FINAUD2022-23

| SUPPLIER DETAILS   | CONSIGNEE DETAILS                     |   |  |  |  |
|--|---------------------------------------|---|--|--|--|
| Supplier Name:   | MAG Office or Field Location: NIGERIA |   |  |  |  |
| Supplier Address:  | Location Address:                     | 4 Fez Street Wuse 2, Abuja FCT ; Plot – BO/426, No 11 Bukar<br>Dipcharima Road, Next to Forshams, Old GRA, Maiduguri, Borno<br>State. |  |  |  |
| Contact Person Name:   | Contact Person Name:                  | Nathaniel Bako, Musa Yohanna  |  |  |  |
| Phone:   | Phone:                                | 07035743127; 07068590088  |  |  |  |
| Email Address: <ul> <li>Supplier Registration form is sent attached to this RFQ (mandatory for new suppliers, not registered on the database)</li> </ul> | Email Address:<br>Remarks:            | procurement.nigeria@maginternational.org  |  |  |  |

MAG <<NIGERIA>> requests your quotation for the following items.

| Please provide your quotation using your own format or return this form completed            |   |                 |          |            | Currency<br>NAIRA       |
|--|---|-----------------|----------|------------|-------------------------|
| N°   | Items Description<br>(add translation on line below where necessary)  | Unit of Measure | Quantity | Unit Price | Delivery Time<br>(days) |
| 001  | Annual Audit for Financial Statement for the year ended<br>31st December 2022.<br>- Require field visits to the Abuja and Maiduguri offices<br>respectively.<br>exercise ( two weeks at the latest), an Audit report<br>accompanied with Audited Financial Statements and<br>Management Letter will be reproduced ( 4 copies each) and<br>shared with MAG | 1               | 1        |            |                         |
| IF YOU CAN NOT QUOTE: PLEASE RETURN THIS FORM SIGNED AND STAMPED WITH THE COMMENT "NO QUOTE" |   |                 |          |            | TOTAL                   |

| PAYMENT TERMS & CONDITIONS          |  | SUPPLIER'S ACKNOWLEDGEMENT      |  |  |
|-------------------------------------|--|---------------------------------|--|--|
| Offer Validity (months)             | □ 12 □ 24 □ Other:   | Suppliers' Representative Name: |  |  |
| Applicable VAT & Other taxes        | 🗆 Included 🛛 Other:  |                                 |  |  |
| Payment Terms (after invoice)       | □ 15 days □ 30 days □ Other:                                     |                                 |  |  |
| Payment Modality                    | <ul> <li>Bank Transfer check only accepted by<br/>MAG</li> </ul> | Date:                           |  |  |
| Warranty Information: (days/months) |  | Signature & Stamp:              |  |  |

All our suppliers shall comply with the MAG Policies published on https://www.maginternational.org/accountability/tenders/

MAG is committed to maintain the highest ethical standards in its supply chain. Report any suspected illegal activities by email to crime@maginternational.org



### SUPPLIER REGISTRATION FORM v2\_2

Ref.

Suppliers who fail to meet key criteria may be excluded from conducting business with MAG. If a question does not apply to your business please state 'Not Applicable'.

Saves lives puiles ruttures Section 1 is the minimum needed for registration as a supplier of MAG International, further information may be needed upon contracting. The following document contains questions to identify the suitability of suppliers in terms of technical experience and capability and the legal and financial standing of your organisation.

| Section 1: COMPANY DETAILS AND GENERAL INFORMATION   |                                   |                                      |                                 |                          |                    |                                    |                      |        |
|--|-----------------------------------|--------------------------------------|---------------------------------|--------------------------|--------------------|------------------------------------|----------------------|--------|
| Full Registered Name of Supplier:  |                                   |                                      |                                 |                          |                    |                                    |                      |        |
| Full Street Address:   |                                   |                                      |                                 |                          |                    |                                    |                      |        |
| Post Code:   |                                   | City:                                |                                 |                          | Country:           |                                    | PO Box:              |        |
| Telephone Number/  | s:                                |                                      |                                 |                          |                    |                                    |                      |        |
| Website:   |                                   |                                      |                                 |                          |                    |                                    |                      |        |
| Contact Person Nam   | e:                                |                                      |                                 | Contact Pers             | son Job Title:     |                                    |                      |        |
| Contact Person Email address:  |                                   |                                      | Contact Person Phone            |                          | son Phone No.:     |                                    |                      |        |
| Full Name of Owner:  |                                   |                                      |                                 | Date of Birth of Owner:  |                    |                                    |                      |        |
| Nationality / Citizens   | hip of Owner:                     |                                      |                                 | ID / Passport Attached?: |                    | YES / NO                           |                      |        |
| Full Name of Director/s:   |                                   |                                      |                                 | Full Name of Director/s: |                    |                                    |                      |        |
| ID / Passport Attache  | ed?:                              | YES / NO                             |                                 | ID / Passport Attached?: |                    | YES / NO                           |                      |        |
| Full Name of Directo   | r/s:                              |                                      |                                 | Full Name of Director/s: |                    |                                    |                      |        |
| ID / Passport Attache  | ed?:                              | YES / NO                             |                                 | ID / Passpor             | t Attached?:       | YES / NO                           |                      |        |
| If there is no single o  | wner, then please provide the D   | ate of Birth and Registered Coun     | try of Citizenship for          | one of the di            | rectors below:     |                                    |                      |        |
|  |                                   |                                      |                                 |                          | <u></u>            |                                    | <u></u>              |        |
| Licence no./State wh   | ere registered                    |                                      |                                 | VAT No./Ta               | (I.D               |                                    |                      |        |
| Subsidiaries/Represe   | entatives/Other Offices           |                                      |                                 |                          |                    |                                    |                      |        |
| Name and registration  | on number of Parent Company (i    | f applicable)                        |                                 |                          |                    |                                    |                      |        |
| Turne (During  | A Manufacturer                    | YES / NO                             | An Authorised Agen              | t Yes / No               |                    | Other (Please specify)             |                      |        |
| Type of Business   | Year Established                  |                                      | Number of Employe               | es                       |                    |                                    |                      |        |
|  |                                   |                                      | Section 2: OUTS                 | OURCING                  |                    |                                    |                      |        |
| Will you be outsourc<br>to MAG?  | ing any of the services you offer | YES /<br>NO                          | If yes, please give<br>details? |                          |                    |                                    |                      |        |
|  |                                   | Sectio                               | on 3: EXPERIENCE A              | AND REFERE               | NCES               |                                    |                      |        |
|  |                                   | u have completed contracts for in th | ne last 3 years. If you ar      | e working / ha           | ve worked with oth |                                    | clude these organisa | tions. |
| Organisation:  | acted at MAG's discretion, but p  | please do ensure you inform refer    | Organisation:                   | submitting th            | eir details, and o | Organisation:                      |                      |        |
| Value of Contract:   |                                   |                                      | Value of Contract:              |                          |                    | Value of Contract:                 |                      |        |
| Year:  |                                   |                                      | Year:                           |                          |                    | Year:                              |                      |        |
| Goods & Services   |                                   |                                      | Goods & Services                |                          |                    | Goods & Services                   |                      |        |
| Supplied:  |                                   |                                      | Supplied:                       |                          |                    | Supplied:                          |                      |        |
| Email Address:   |                                   |                                      | Email Address:                  |                          |                    | Email Address:                     |                      |        |
| -  |                                   |                                      | ction 4: PAYMENT I              |                          |                    |                                    | -                    |        |
| Payment Method:  | Please confirm Bank Transfer is   | . ,                                  | Terms of Payment:               | (MAG's pref              | erred payment te   | erms are 30 days)<br>Account Name: |                      |        |
| Currency:<br>Bank Address:   |                                   | Bank Name:                           |                                 |                          |                    | Account Name:                      |                      |        |
|  | er and Sort Code if applicable:   |                                      |                                 |                          | SWIFT / IBAN:      |                                    |                      |        |
|  |                                   | ection 5: CODE OF CONDUCT            | . SUPPLIERS ETHICS              | S & MAG PO               |                    | & CONDITIONS                       |                      |        |
| MAG is a member of   |                                   | Group and as such, seeks to follow   | -                               |                          |                    |                                    | apg.org.uk/          |        |
| If you have any concerns or suspicions regarding any aspect of safeguarding including abuse, harm, neglect, exploitation, bullying or harassment of staff (including partner and supplier staff), beneficiaries, children or vulnerable adults you can report it via the following email address which is only accessed by the Company Secretary who is independent of MAG's management structure and who reports directly to the Board. Email: reporting@maginternational.org |                                   |                                      |                                 |                          |                    |                                    |                      |        |
| If you have any concerns or suspicions regarding bribery, corruption and fraud, you can report it via the following email address which is only accessed by the Company Secretary who is independent of MAG's management structure and who reports directly to the Board. Email: crime@maginternational.org  |                                   |                                      |                                 |                          |                    |                                    |                      |        |
| To be considered a supplier for MAG International you MUST adhere to all of the following: MAG Code of Conduct for Suppliers & Contractors; MAG's Environmental Policy; MAG's Conflicts of Interest<br>Policy; MAG's Safeguarding Policy; MAG's Ethical Statement; MAG's Financial Misconduct & Crime Policy; MAG's Data Protection Policy; MAG's Modern Slavery Statement and MAG's Terms & Conditions.<br>https://www.maginternational.org/accountability/tenders/           |                                   |                                      |                                 |                          |                    |                                    |                      |        |
| Do you engage to co  | nduct business respecting the ab  | ove principles?                      | YES / NO                        | 0                        | Signed:            |                                    |                      |        |
|  |                                   |                                      | Section 6: DECL                 |                          |                    |                                    |                      |        |
| I, the undersigned, warrant that the information provided in this form is correct, and in the event of changes details will be provided as soon as possible:   |                                   |                                      |                                 |                          |                    |                                    |                      |        |
| Signature:   |                                   |                                      | Name: (please                   | e print):                |                    |                                    |                      |        |

Position:



### TERMS & CONDITIONS OF WORKING WITH MAG

#### Consult the policies outlined in this document online at: https://www.maginternational.org/accountability/tenders/

#### 1 Definitions and Interpretation:

These terms and conditions ("Conditions") provide the basis of any contract between the supplier ("Supplier") and Mines Advisory Group (MAG) (the "Oustomer"), in relation to the validly issued purchase order ("Order") (the Order and the Conditions are together referred to as the "Contract"). All of these must be understood, adhered to and not breached for a Supplier to be considered for any contractual relationship to the Oustomer.

#### 2 Code of conduct and Ethical Standards:

2.1 The Supplier, its suppliers and sub-contractors, shall

- a) observe the highest ethical standards, and shall comply with all applicable laws, statutes, regulations and codes (including environmental regulations and the International Labour Organisation's international labour standards on child labour and forced labour) from time to time in force,
- b) comply with the following Oustomer policies, Safeguarding; Fraud, Anti-Bribery and Corruption; and Human Trafficking and Modern Savery (together the "Mandatory Policies"), and
- c) act in relation to the Contract in accordance with the principles of the Inter Agency Procurement Group Code of Conduct https://www.iapg.org.uk/vendors

2.2 The Supplier, its suppliers and sub-contractors shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with prohibited party armed groups or governments for any war related purpose; or (b) terrorism, including checking its staff, suppliers and sub-contractors against the sanctions lists included in Watchdog Elite.

2.3 The Supplier is taking reasonable steps (including but not limited to having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any contractor, employee, or other agent of the Supplier) in such a way as to comply with the Mandatory Policies, and shall upon request provide the Customer with information confirming its compliance.

2.4 The Supplier shall notify the Oustomer as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies or (Supplier's Warranties, and shall inform the Oustomer of full details of any action taken in relation to the reported breach.

#### 3 Environmental Policy:

The Oustomer shall; 3.1 Work with our staff and suppliers to ensure that all waste is disposed of in line with legal and environmental requirements.

3.2 Reduce the amount of waste produced by buying and utilising only what is required for purpose and ensuring the reuse and recycling of resources is managed effectively (as below).

3.3 Utilise, and promote the use of, recycled materials whenever possible, ensuring that materials are disposed in an environmentally safe manner at the end of their useful life.
3.4 Take into account the environmental impact of purchases, prioritising locally sourced and organically produced goods manufactured from environmentally friendly and recyclable materials where practicable.

3.5 Reduce the amount of fossil fuel derived energy required for day to day operations by raising staff awareness and implementing a system of energy efficiency technology.
3.6 Minimise the negative environmental impact arising through logistics and staff transportation; giving focus to alternative transport methods and maximising the efficiency of any fleet vehicles.

3.7 Strive to build an environmentally friendly work culture through regular internal communication and stakeholder engagement. We encourage staff involvement in environmental issues through appropriate information, training and participation exercises to ensure competency.

3.8 Monitor and comply with legal requirements as laid out in the EVS Compliance Register and also taking into account sector minimum equipment standards and contractual commitments, if applicable.

3.9 Ensure the organisation maintains its awareness for continuous improvement, the environmental management system is regularly reviewed and is subject to annual external audit and three yearly reassessment against the requirements of the ISO 14001:2015 standard.

#### 4 Safeguarding:

The Customer shall endeavour to protect people, particularly children, vulnerable adults and communities in receipt of assistance, from any harm from sexual exploitation, abuse and neglect that may be caused due to their corning into contact with MAG. It also includes harm caused by bullying and harassment in the workplace. Harm in this policy may arise from:

- The conduct of staff or personnel associated with MAG
- The design and implementation of MAGs programmes and activities.
- The Oustomer applies 6 standards to safeguarding:

4.1 Safe culture: the organisational culture for safeguarding MAGs workplace is built on respect, tolerance, diversity and inclusion that delivers a respectful environment for all MAG SUP. REGV2. 2

staff, and supports staff to create a safe environment in which to deliver the organisation's work.

4.2 Safe People: recruitment, induction, training, staff conduct and equal opportunities MAGs HRpolicies, processes and systems set out, and implement, organisational responsibilities around the employee lifecycle. Ensure staff with responsibilities for safeguarding are appointed and skilled to undertake their roles

4.3 Safe programmes: risk assessments, partnership arrangements are designed to prevent harm and abuse to the people with whom we work and the communities in which we work. National context is understood and reporting mechanisms are clear.
4.4 Safe communications: use of information and images in MAGs communications activities feature appropriate images and stories of communities and children and ensure

that they are not exposed to harm and abuse. 4.5 Safe response: MAG treats any allegations related to safeguarding extremely seriously. We strive to learn and identify areas in which we could improve, and welcome

feedback from any stakeholders. We commit to respectfully listening and supporting individuals who want to raise a concern or make a complaint. We will also ensure that genuinely held concerns will be thoroughly investigated. 4.6 Safe Covernance – account for safeguarding MAGs governance is based on our values, and promotes transparency, probity and accountability

#### 5 Financial Misconduct & Crime Policy:

All parties shall;

5.1 Protect MAGs and its donors' funds, property and assets, acting appropriately to ensure that they are not misappropriated, misdirected, lost, misused or damaged.
5.2 Ensure that all financial transactions are properly authorised, recorded, reported and archived as required by MAGs financial framework and relevant laws, regulations and donor requirements.

5.3 Abide by all relevant laws against financial crime.

5.4 Report immediately any suspicion of financial misconduct, crime or non-compliance with this section.

5.5 Investigate all suspicions of financial misconduct and financial crime.

5.6 Report suspicions of financial crime and misconduct to MAGs Audit and Finance Committee, MAGs Board, its donors, the UK Charity Commission and national authorities when required.

5.7 Inform and work collaboratively with local and / or international law enforcement bodies in relation to any related investigations and prosecutions.

5.8 Take proportionate action against those who commit financial misconduct or crime, up to and including dismissal of MAGStaff and Associates and termination of contracts with partners and third parties.

5.9 Seek to recover any losses wherever viable.

#### 6 Data Protection:

The Oustomer will comply with the six data protection principles in the GDPR and will ensure that these are adhered to whenever processing any personal data. As a data controller, MAG is responsible for and required to demonstrate compliance with these principles. The Principles are:

6.1 The Transparency Principle – personal data shall be processed lawfully, fairly and in a transparent manner

6.2 Purpose Limitation – personal data shall be collected for specified, explicit and legitimate purposes. The purpose must be limited and lawful

6.3 Data Minimisation – personal data shall be adequate, relevant and limited to what is necessary for the purpose of the processing

6.4 Accuracy - personal data shall be accurate and, where necessary, kept up to date 6.5 Storage Limitation – personal data shall be kept for no longer than is necessary for that purpose or those purposes. Please see departments' individual guidelines for data retention periods.

6.6 Integrity and Confidentiality – personal data shall be processed securely with appropriate technical and organisational measures taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data

#### 7 Modern Slavery:

7.1 The Qustomer is committed to ensuring that all procurement activities adhere to the principles of value for money, transparency and fair and open competition. We will not trade with any suppliers, which we have good reason to believe exploit people.
7.2 Our procurement policy is dear that suppliers must comply with local laws and regulations and that all procurement activities are in accordance with MAGs Ethical Statement and Financial Orime Policy.

7.3 MAG performs a vetting process to ensure that suppliers are not included in any US or EU list of individuals and organisations involved in supporting or financing terrorist activities or being involved in international crimes.

7.4 The Oustomer will not engage in relationships that have the potential to have severe negative impact on our perceived or actual integrity or reputation. Such relationships are those which we judge to be in conflict with our achievement, fulfilment or adherence to our stated vision, mission and values and the activities which institutions and individuals fund MAG to undertake.

7.5 We take reasonable steps to undertake due diligence on providers of services and individuals and organisations providing financial and in-kind support. The Statement sets out our minimum ethical expectations of dients, suppliers, investors, companies, organisational and individual donors. We ensure reasonable due diligence steps to satisfy ourselves that each partnership complies with our Ethical Statement.

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