**Request for Proposal for Local supply of Jerry can & Bucket: RFP Number: RFP-NRCS-DM-23-034**

**ALL OFFERS IN SEALED ENVELOPE MUST BE SUBMITTED TO THE NRCS LOGISTICS 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:** Nigeria Red Cross Society (Plot 589, TOS Benson Crescent, Opp Ngozi Okonjo Iweala Way, Utako District - Abuja) is looking for a reputable organization to contract for the supply of **Jerry can & Bucket** for one year with possibility of renewal for additional one year.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Sr. | Item description | Quantity | Unit of | Labelling | Delivery Locations | |  |
|  | No. |  |  | Measure | requirements | Loading and transportation (INCOTERM DAP 2020) | |  |
|  | 1 | BUCKET WITH LID AND TAP | 6,000 | strip | Not required |  |  |  |
|  |  |  |  |  |  | **State** | **Quantity** |  |
|  |  |  |  |  |  | Delta | 1200 |  |
|  |  |  |  |  |  | Kogi | 1200 |  |
|  |  |  |  |  |  | Anambra | 1200 |  |
|  |  |  |  |  |  | Jigawa | 1200 |  |
|  |  |  |  |  |  | Cross River | 1200 |  |
|  | 2 | JERRY CAN | 6,000 | Jerry can | Not Required | **State**  Delta  Kogi  Anambra  Jigawa  Cross River | **Quantity**  1200  1200  1200  1200  1200 |  |

1. **Quantity Variation;** The quantities to be purchased will **depend on the actual needs, requirements and funding availability**. **Please note that quantities may fluctuate and will vary more or less than the indicated quantity projection**. Kindly note WHT will be deducted by Nigerian Red Cross Society
2. **Required documents:** The following documents must be submitted with your quotation:

|  |  |  |
| --- | --- | --- |
| **No.** | **Description** | **Confirm attached** |
| 1 | NRCS Supplier Registration Form (to be filled in signed and stamped) |  |
| 2 | Signed NRCS General terms and conditions. (to be signed and stamped) Annex 1 |  |
| 3 | Updated business registration certificate or certificate of incorporation. |  |
| 4 | Attach Recent Tax compliance certificate and TIN. |  |
| 5 | Attach completed contracts to other institutions as evidence of providing similar goods |  |
| 6 | Attach Solvency letter from the bank confirming your bank account & financial solvency. |  |
| 7 | Attach Audited financial statements for the last 3 years, indicate if not available. |  |
| 8 | Recent Bank statement for 1 year. |  |
| 9 | The anhydrous sodium dichloroisocyanurate (NaDCC) compound must be certified by NAFDAC International (or a delegated authority) in compliance with NSF/ANSI standard 60. |  |
|  |  |  |
|  |  |  |
| 10 | Provide the Manufacturers licence |  |
| 11 | Registration and licensed by the NAFDAC |  |
|  |  |  |
| 12 | Accurately filled in NRCS Pricing Template (to be filled in signed and stamped) |  |
| 13 | A Tender Guarantee (amount equal to 2.5% of the tender value) must be submitted with |  |
|  | Bank guarantee will not be accepted. Kindly Note that withdrawal of a tender after submission or failure to accept our offer or to deliver as per the purchase order |  |
|  | Submission or failure to accept our offer or to deliver as per the purchase order lead to forfeiture of your tender guarantee. Submission or failure to accept our offer or to deliver as per the purchase order lead to forfeiture of your tender guarantee. |  |
| 14 | Kindly provide Quality certification(s) for your products |  |

15 Commitment letter (refer to clause 10).

1. The Request for quotation (RFP) consists of the following Annexes;
   1. Annex 1: NRCS terms and Conditions for service contracts
   2. Annex 2: Supplier registration Form
   3. Annex 3: Request for proposal
   4. Annex 4: Pricing Annex
   5. Annex 5: declaration of interest
2. The following is the time schedule that NRCS seeks:

|  |  |  |
| --- | --- | --- |
|  | **RFP Advert Date** | **15th May, 2023** |
|  | **Deadline for seeking Clarifications** | 26th May, 4pm |
|  | **Deadline for submission of sealed bid** | **26th May, 2023, 4pm** |

1. Delivery remarks: The goods may be delivered to NRCS warehouses located in the following Locations;

|  |  |  |
| --- | --- | --- |
| **S/No** | **State** | **Quantity** |
| 1 | Delta | 1200 |
| 2 | Kogi | 1200 |
| 3 | Anambra | 1200 |
| 4 | Jigawa | 1200 |
| 5 | Cross River | 1200 |
|  | **Total** | **6000** |

1. Important to note: NRCS reserves the right to invite shortlisted companies to present their company profile at our office in Plot 589, T.O.S Benson Crescent, Opp Ngozi Okonjo Iweala Way, Utako District - Abuja for better understanding of the companies professional and financial background and capacity in providing the required goods or services.
2. The RFP 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.

Request for clarification: Bidders are required to submit any request for clarification regarding this Contact Email: [procurement@redcrossnigeria.org](mailto:procurement@redcrossnigeria.org); Contact Phone: 07011426100

1. Note that bid submissions are to be sent to the email address above, Failure to comply with this provision may result in disqualification.
2. **Commitment letter**; we request your company to provide a “commitment letter” stating the following;

“The supplier commits itself to supply under the Local Framework Agreement the goods required only from the qualified and positively audited manufacturing plants. The supplier commits that no extra charge or price is paid by NRCS for the same product sold to other agencies under similar circumstances. Breach of this shall be deemed a breach of a material term of the

Framework Agreement”.

The supplier is requested to state in the commitment letter;

* + The complete locations of manufacturing plant(s) or the warehouse(s) where the goods will be produced.
  + Ensure you provide the specific location address.
  + Monthly delivery capacity.
  + Failure to provide accurate information in the letter shall result in automatic rejection of the bid/offer.

The commitment letter will be required as an annexure to your offer.

1. **Samples submission:**

All bidders are requested to provide sample of **Jerry can & Bucket** as per attached **specifications in Annex 3** for inspection at no cost to NRCS.

The sample should be sent to the address below;

**NRCS LOGISTICS UNIT**

**Plot 589, TOS Benson Crescent, Opp Ngozi Okonjo Iweala Way, Utako District, FCT Abuja, Nigeria.**

The sample must conform to the specifications provided. Please note that NRCS shall not return the samples.

The sample should be submitted before the deadline for submission offers. 26th May, 2023**, 16:00hrs** (Nigerian time).

1. **Estimated quantities;** please note that our 12 months estimated needs for **20,000**

The quantity is an estimate and does not in any way represent a commitment from NRCS. The exact quantities to be purchased shall depend on the actual requirements from NRCS’s operations and funds available on individual purchase orders against the Framework agreement. Therefore, exact quantities may be higher or lower than the ones indicated above.

Other red cross and red crescent societies shall be entitled to the same price and terms as those contained in the offers of successful bidders.

1. This RFP does not commit the Federation or 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 bid 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.
3. Failure to comply with any of the above requirements will justify rejection of the quotation. The Federation 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 Federation. It also reserves the right to negotiate and award separate or multiple contracts for the elements covered by this RFP 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 RFP. Please present your submission and quotation accordingly and sequentially. Offers that do not fully and comprehensively address the RFP 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. The normal terms of payment of the Federation/National Society are within 30 days of satisfactory delivery of goods or services and documents in apparent good order. Bidders must therefore clearly specify in their offers the payment terms being offered, if different from these.
6. **Guidelines for Submission of offers;**
   1. Your offers with all annexes and a price quotation should be properly sealed in an envelope, signed and stamped.
   2. The Sealed envelope must be delivered before the **time deadline of 26th May, 2023, 16:00hrs** (Nigerian time).
   3. The sealed bid will be addressed as follows;

**RFP-NRCS-DM-23-033: “Local Framework Agreement for Jerry can & Bucket**

**NRCS LOGISTICS UNIT**

**Plot 589, TOS Benson Crescent, Opp Ngozi Okonjo Iweala Way, Utako District, FCT Abuja, Nigeria.**

* + - The sealed bid must be physically delivered before the time deadline to the address above.
    - Any offers that are brought after the deadline may be rejected. Ensure your courier or delivery team will submit your offer before the deadline.
    - Offers not addressed and sent as such 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 authorised representative of the firm submitting the offer including the firms mailing address.
    - Include terms of payment including early payment discounts, if any.
    - All proposals must be submitted in English language.
    - Any offers received after the stated closing date and time or those not completed may be rejected.
    - Your offer should bear your official letterhead, clearly identifying your company and should be signed and stamped.
    - NRCS may at its discretion decide to extend the deadline for submission of bids, by notifying all prospective bidders simultaneously.

1. **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.
2. **LIQUIDATED DAMAGES:**

Please be advised that a penalty of 0.5% per day up to a maximum of 10% of the DAP (INCOTERM 2010) value of each purchase order shall be charged for delivery after the agreed schedule which shall be clearly stipulated under each purchase order.

1. **PURCHASE OF GOODS BY PARTIES OTHER THAN NRCS:**

The seller agrees that the National Red Cross and Red Crescent Societies (“RC/RC”), International Committee of the Red Cross

(“ICRC”) as well as other humanitarian organizations, may benefit from the terms and conditions of the agreement. The seller agrees that no RC/RC member will pay less than the Framework Agreement price for the same product. If for some reason, any of such occurs, the seller will reimburse buyer the difference with a 10% penalty of the value of the purchase orders in question. Any violation of this term may be considered a material breach resulting in immediate termination of the agreement. The ICRC and RC/RC may conclude Purchase orders with the seller for any non-reserved goods, on the same terms and conditions.

It is clearly understood by the parties that any purchases by the ICRC or RC/RC other than the buyer are not in any way the responsibilities of the buyer. Such purchases will be made directly by such party and be invoiced directly to them.

The seller agrees that the RCRC-National Societies, ICRC and other humanitarian organizations may benefit from the terms and conditions of this agreement where NRCS/NRCS acts as a purchasing agent for such parties. For such purchases, the Buyer shall issue the Purchase Order to the seller as purchasing agent on behalf of ICRC, RCRC & other humanitarian organization and the seller shall provide their acceptance to the buyer. The seller shall invoice such purchases directly to the Buyer; risk of goods shall pass from the seller to the National Society or other humanitarian organization in accordance with the INCOTERMS specified in the relevant Purchase Order.

The supplier should confirm that they have no objection for the buyer to conclude orders on behalf of other external organizations outside the RC & RC movement.

**PRICING:** Your offer should clearly state the following;

* + - Unit Price of each item
    - Net price after deduction of any discount
    - Full specifications of products offered
    - Country of manufacture of the products & the manufacturer name
    - Capacity to produce the goods on a daily, weekly and monthly basis.
    - Full packaging details; type of packing, net and gross weight, dimensions and volumes.
  + Total number of products per 20FT DC container.
  + Storage capacity and stock availability in suppliers’ warehouse.
  + Payment terms and discounts for early payment, if you do not concur with NRCS standard payment terms.
  + Recommended shelf life of the offered products.

1. **PRICE VALIDITY:** Your offer must remain valid until **May, 2024** until which time a Framework Agreement if issued must be accepted by you. The Framework Agreement will be for a period of 12 months with a possible extension for additional 12 months.
2. **PRICE CHANGES:** In case of a price change in the goods due to inflation or other unforeseen circumstances, the seller shallformally issue a written notice to NRCS with a clear explanation on the change in price based on a defined index such as fuel price change index or change in variable cost of raw materials, the index used in price adjustment shall be included in the notice. NRCS will review any such notices and issue feedback.

If the price change is mutually agreed upon a formal addendum shall be issued to the contract.

If the price change is not mutually agreed upon, the agreement would come to an end after 60 days of the said disagreement. The seller guarantees that irrespective of the Invoice or payment date – the goods already dispatched & consigned to NRCS shall be charged at the original prices.

1. **TRANSPORT COSTS;** in accordance with NRCS procedures, any purchase of goods on another delivery term or place than inAnnex 4 may be subject to a separate tender for transportation, which the seller shall be invited to submit its bid.

In the event that NRCS and the seller agree to sale/purchase on a basis other than stipulated in the Framework Agreement, the Purchase Order shall reflect any agreed difference in the price from that reflected in the Framework Agreement. The relevant INCOTERMS 2010 shall apply to such purchase, with all rights and obligations thereof.

1. **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
2. **SELECTION OF MULTIPLE FRAMEWORK AGREEMENT SUPPLIERS:** In order to be in a position to meet NRCS operational requirements, NRCS may at its discretion contract two (2) or more sellers or service providers as primary &/or Secondary seller.
3. **EXCLUSIVITY:** The supplies or services may be procured outside the Framework Agreement if;
   * There is an extremely urgent need for immediate delivery of supplies or services.
   * If there is need for larger volumes than the supplier can provide.
   * Where the supplier is unable to deliver according to the schedule specified.
   * If the required supplies have different specifications form those outlined in the framework agreement.

In case of urgent operational requirements or need for larger quantities than available from the seller(s), the Buyer reserves the right to procure the goods from other sources. To minimize the risk of delay in such cases, the Buyer may enter into agreement/s with another seller/s without any obligation of exclusivity towards the seller.

1. **GENERAL TERMS AND CONDITIONS:** Acceptance of your offer entails waiving by the seller of its General Conditions of sales.

All terms and conditions not mentioned herein shall be governed by the buyers “Terms and General Conditions” attached hereto as Annex 1 and being considered as an integral part of the Framework Agreement. Submission of a bid confirms acceptance of the general terms and conditions by the supplier.

1. **PAYMENT TERMS:** By bank transfer or cheque within 30 days after satisfactory receipt of goods and relevant shippingdocuments in good order.
2. **TERMINATION:**

Any agreement thereafter shall be terminated upon;

* 1. Expiration of the term of the agreement as provided herein, or
  2. Execution of a written agreement or termination by the parties, or
  3. By the Federation/National Society providing 30 days prior written notice to the seller, or
  4. A breach of the terms of the Agreement by the seller, or
  5. Dissolution, any admission of insolvency or the filing of a petition for appointment of a receiver, corporate reorganization or bankruptcy of any party.

1. **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.

1. **PACKING:** Please note that packing should be suitable for transport by sea, air and or road and must be able to withstand rough handling to final destination.
2. **DOCUMENTS:** the following are the required documents with each delivery;
   * + Commercial Invoice
     + Packing list
     + Delivery note (Delivery Challan)
     + Goods received note (to be issued by NRCS/NRCS)
     + Positive delivery inspection certificate (to be issued by NRCS/NRCS)
     + Any other document as required in the relevant purchase order.

Distribution of documents will be confirmed in Framework Agreement and subsequent Purchase Orders.

1. **MARKING:**
   * Manufacturing date and expiry date must be recorded on each kit
   * Strip must have user instructions and be clearly marked: **DO NOT SWALLOW TABLET**
2. **BID EVALUATION**

The bids 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;

* + Financial standing
  + Core business
  + Track record
  + Company capacity
  + Ability to respond quickly to needs
  + Timely delivery
  + Compliance with the required NRCS specifications.
  + Unit cost
  + Delivery capacity
  + Submission of required documentation
  + Sample

1. **PERTINENT INFORMATION:** NRCS is not bound to select any of the firms submitting bids and does not bind itself in any way to select the firm offering the lowest price. The contract will be awarded to the bid 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:**

The following certifications and documents should be provided.

|  |  |  |
| --- | --- | --- |
| **No.** | **Description** | **Confirm attached** |
| 1 |  |  |
|  | Jerry can and Bucket Data sheet |  |
| 2 | Provide your Manufacturing licence (NAFDAC licences) |  |
| 3 | Registration and licensed by the respective Nigerian authority |  |
| 4 | Accurately filled in NRCS Pricing Template (to be filled in signed and stamped) |  |
| 5 | Kindly provide Quality certification(s) for your products by NAFDAC |  |

Prior to and /or after signing the Framework Agreement, 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 by the buyer or its designated representatives, to the extent practicable at all times and places, prior to final acceptance by the Buyer. Such testing shall be done in accordance with SAQL (standard Acceptable quality limit) and penalties plan. Annex 5.

Acceptability of a lot shall be determined by the use of sampling plan/s as above.

The buyer shall have a reasonable time (not more than 30 days from receipt of goods) after delivery products at the final destination to inspect, accept or refuse acceptance of them as not confirming to the terms and conditions stipulated in this agreement or the relevant Purchase Order.

Payment by the buyer 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 seller from responsibility for non-conforming goods nor impose liabilities on the buyer, 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 Framework 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 seller’s premises. All inspection and tests on the premises of the seller shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the seller.

Kindly include your quality assurance policies if available explaining how you will maintain quality of offered products throughout the framework agreement period.

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 seller, the seller 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 seller.

1. **PENALTY FOR NON-COMPLIANCE:**

In order to determine financial penalties, the buyer shall classify defects as Critical, Major or Minor and all discrepancies found shall be evaluated for such classification as below;

1. Critical defects; any defects which may harm a user or make it impossible to use the product properly is considered to be critical. No critical defect can be accepted.
2. Major defects; Any defect which makes the usage of the product less efficient than expected is considered to be major, Major defects may be accepted.
3. Minor defects; any discrepancies which do not have any influence on the performance of the product are considered to be minor. Minor defects are accepted.

Non-conformity may be penalized as below;

Deduction of 4% from the total contract amount for minor defects. Supplier is notified to improve and demonstrate quality improvement measures taken.

Deduction of 12% of the total contract amount for major defects. Supplier is warned regarding suspension from the NRCS supplier database in case of re-occurrence of non-conformity in subsequent orders.

Deduction of 18% of the total contract amount for critical defects. Supplier is suspended from the NRCS supplier’s database until supplier has demonstrated proof that quality improvement measures have been implemented.

1. **CORPORATE SOCIAL RESPONSIBILITY**

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

* 1. Conduct their business in respect of fundamental human rights and be in no way complicit in human rights abuses.
  2. Uphold the abolition of all forms of forced labour.
  3. Uphold effective elimination of child labour.
  4. 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:

* 1. Environmental policy, committing the supplier to reduce environmental impacts
  2. Resources dedicated to environmental management (dedicated function or team).
  3. 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:

* + 1. Business Ethics: Supplier is expected to maintain the highest degree of business ethics when working with the NRCS.
    2. 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.
    3. Fair competition: Supplier shall not be involved in any corrupt, collusive or coercive practices.
    4. 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 bid may be rejected as ineligible. All costs in relation to the cancellation of contracts shall be borne by the supplier.

By confirming to participate

**SAFE CALL:**

Safecall is to report any possible breaches such as corruption, fraud, dishonesty, harassment, sexual violence and abuse, unethical behaviour and abuse of child labour. Calls can be anonymous and can be done through the independent company Safecall by calling +44 207 6965952 or by sending an email to NRCS@safecall.co.uk or by filling directly a complaint on http://www.safecall.co.uk/file-a-report website.

**REMARKS:**

The standard payment terms of the Federation/National Society are within 30 days of satisfactory delivery of services and documents in good order. The supplier must therefore clearly specify in the quotation the payment terms being offered if different from the Federation/National Society terms.

Invoicing: The Federation/National Society will be invoiced on a monthly basis for all services provided that took place in the previous month .

**Payment Terms: NRCS standard payment terms are 30 days after delivery of goods/services & billing documents in good order.**

**Validity:**

Your offer must remain valid for 90 days during which period if chosen, the NRCS will establish a Framework Agreement for 12 months with a possible extension