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| **RFQ Number:** | RFQ NGA#12-005/2022 |
| **Country** | Nigeria |
| **Issuance Date:** | December 21, 2022 |
| **Deadline for Questions** | December 23, 2022 |
| **Deadline for Offers:** | December 29, 2022 5pm WAT |
| **Description:** | Procurement of inputs for Nursery & Scion Garden Maintenance in Nigeria |
| **For:** | PRO-Cashew Project |
| **Funded By:** | USDA FCC-641-2019/006-00 |
| **Implemented By:** | CNFA |
| **Point of Contact** | Procurement teamprocurement@cnfa-procashew.org  |

1. **Introduction**: The PRO-Cashew is a USDA program implemented by CNFA in Benin, Burkina Faso, Côte d’Ivoire, Ghana and Nigeria. The goal of the PRO-Cashew Project is to improve efficiency, quality in production, trade, and more coherent regional trade and investment policies in Benin, Burkina Faso, Côte d’Ivoire, Ghana and Nigeria.

The PRO-Cashew project will increase and improve the productivity and profitability of smallholder-owned cashew orchards in targeted countries, through R&R capacity building and catalytic subsidies that address the deep and diverse needs of the cashew sector. PRO-Cashew will co-invest with cashew producer organizations and agri-food companies engaged as implementing partners, prioritizing investments that are easily replicable by other actors in the value chain. This intervention will strengthen buyer-supplier relationships and ultimately improve farmers' ability to meet quantity and quality requirements.

The PRO-Cashew project provides in-kind grants to cashew farmers, farmers' organizations, seedling distributors, SMEs or other agricultural service providers to improve access to cashew orchard renovation and rehabilitation (R&R) services, inputs, and/or promote the adoption of innovative and climate-resilient cashew production and post-harvest techniques. PRO-Cashew will provide the goods or services to its grantees as part of the grant portfolios.

Offerors are responsible for ensuring that CNFA receives their offers in accordance with the instructions, terms, and conditions described in this RFQ. Failure to adhere to instructions described in this RFQ may disqualify an offer from consideration.

CNFA will consider proposals in response to this RFQ from qualified local vendors in Nigeria.

1. **Offer Deadline and Protocol**: Offers must be received no later than 17:00, WAT, on December 29, 2022. Offers must be submitted by *email. If by email, any mailed offers must be mailed to* ***procurement@cnfa-procashew.org****.*

Please reference the RFQ number in any response to this RFQ. Offers received after the specified time and date will be considered late and will be considered only at the discretion of CNFA. The cover page of this solicitation summarizes the important dates of the solicitation process. Offerors must strictly follow the provided deadlines to be considered for award.

1. **Questions:** Questions regarding the technical and/or administrative requirements of this request for quotation can be submitted no later than 23 December 2022 at 17:00 by email to procurement@cnfa-procashew.org. Questions must be submitted in writing. Phone calls will not be accepted. Questions and requests for clarification - and the answers thereto - that CNFA believes may be of interest to other suppliers will be distributed to all solicitation beneficiaries who have expressed interest in bidding. Only written responses issued by CNFA will be considered official and carry weight in the solicitation process and subsequent evaluation. Any verbal information received from employees of CNFA, or any other entity should not be considered as an official response to any question regarding this order request.
2. **Technical Requirements**: The table below contains the technical requirements of the commodities/services. Offerors are requested to provide quotations containing the information below on official letterhead or official quotation format.

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| **No.** | **Description and specifications** | **Qty** | **Items and specifications offered** | **Unit cost NGN** | **Total cost NGN** | **Sample picture of equipment** |
| 1 | Black Nylon sheets (bundles)Width 4.5ft (1.4m)Length 100m | 50 |  |  |  | EPDM Rubber Sheet - Aero Rubber Company, Inc. |

Delivery location: Ilorin, Kwara State.

Delivery time (after receipt of order): 7 working days

Length of warranty on offered equipment: At least 1 year

Please note that, unless otherwise indicated, any stated brand names or models are for illustrative description only. An equivalent substitute, as determined by the specifications, is acceptable.

1. **Quotations**: Quotations in response to this RFQ must be priced on a fixed-price, all-inclusive basis, including delivery and all other costs. Offerors are required to submit proposed payment terms and payment schedule if applicable. Failure to submit proposed payment terms may lead to disqualification of an offeror from consideration. Pricing must be presented in Cedis. Offers must remain valid for not less than 60 (days) calendar days after the offer deadline. Offerors are requested to provide quotations on official letterhead in the format provided in Section 4 – Technical Requirements.
2. **Evaluation**: The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets the eligibility requirements, and (**Lowest-priced, technically-acceptable approach - LPTA):** meets or exceeds the minimum required technical specifications, and is judged to be the best value based on a lowest-price, technically-acceptable basis. Only offerors determined to be technically acceptable will be considered for award. The evaluation committee will assess offerors’ acceptability in accordance with the following criteria:
* **Technical Capacity:** Meets or exceeds the technical specification in the solicitation listed under Section 4: Technical Requirements
* **Past Performance:** Minimum of 2 years’ experience in supplying agricultural tools especially those covered by this request.
* **Delivery Timeline:** Must deliver within 7 days after signing the Purchase Order
* **Warranty on tools and equipment**: At least 1 year and after sales services
* **Registration:** Copy of the licensee's registration or business license
* **References:** Three contacts for referrals from organizations/individuals for which the offeror has successfully completed similar work.

Best-offer proposals are requested. It is anticipated that award will be made solely based on these original proposals. However, CNFA reserves the right to conduct any of the following:

* CNFA may conduct negotiations with and/or request clarifications from any offeror prior to award;
* While preference will be given to offerors who can address the full technical requirements of this RFQ, CNFA may issue a partial award or split the award among various suppliers, if in the best interest of the PRO-Cashew Project;
* CNFA may cancel this RFQ at any time.

Please note that if there are deficiencies regarding responsiveness to the requirements of this RFQ, an offer may be deemed “non-responsive” and thereby disqualified from consideration. CNFA reserves the right to waive immaterial deficiencies at its discretion.

1. **Payment and Award:** The award will be awarded to the offeror whose quotation represents the best value to the Project. Award will be issued only to the entity which submits a proposal in response to this RFQ. CNFA will not issue an award to different offerors, entities, or third-parties other than the selected offeror(s). Any award and payment resulting from this RFQ is anticipated to be in the form of a Purchase Order. This award is subject to the PRO-Cashew Project’s terms and conditions as stipulated in Annex 3.
2. **Offer Format Instructions: Format Instructions:** All proposals must be formatted in accordance with the below requirements:
3. English language only
4. Include the individual/agency/organization name, date, RFQ number, and page numbers as a header or footer throughout the document.
5. The Technical Offer must be in the format provided in Section 4.

A full offer will include the following documents:

1. An offer checklist (Annex 1).
2. A cover letter on company letterhead, signed by an authorized representative of the offeror (Annex 2).
3. A complete Technical Offer in response to the evaluation criteria in Section 5 and in the format provided in Section 4.
4. A copy of the offeror’s business license, or, if an individual, a copy of his/her identification card.
5. Three contacts for references from organizations/individuals for which the offeror has successfully performed similar work.

**Annex 1 – Offeror Checklist**

To assist offerors in preparation of proposals, the following checklist summarizes the documentation to include an offer in response to this RFQ:

□ Offeror Checklist (Annex 1)

□ Cover letter, signed by an authorized representative of the offeror (see Annex 2)

□ Official quotation, including specifications of offered items (see Section 4)

□ Copy of offeror’s registration or business license

□ Three contacts for references from organizations/individuals for which the offeror has successfully performed similar work.

**Annex 2 – Offeror Cover Letter**

*The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror:*

To: West Africa PRO-Cashew project

The city of refuge building, Royalton Road, Off tanke junction , 2nd floor

No. 14, Station GRA, Ilorin, Kwara State of Nigeria.

Reference: RFQ no. NGA#12-005/2022

To Whom It May Concern:

We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFQ. Please find our offer attached.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFQ. We further certify that the below-named firm—as well as the firm’s principal officers and all commodities and services offered in response to this RFQ—are eligible to participate in this procurement under the terms of this solicitation and under USDA regulations.

Furthermore, we hereby certify that, to the best of our knowledge and belief:

* We have no close, familial, or financial relationships with any CNFA or PRO-Cashew project staff members;
* We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFQ; and
* The prices in our offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
* All information in our proposal and all supporting documentation is authentic and accurate.
* We understand and agree to CNFA’s prohibitions against fraud, bribery, and kickbacks.
* We understand and agree to CNFA’s prohibitions against funding or associating with individuals or organizations engaged in terrorism or trafficking in persons activities.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

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| Authorized Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name & Title of Signatory:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Company Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Telephone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Website:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company Registration or Taxpayer ID Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Does the company have an active bank account? (Y/N):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Official name associated with the bank account (for payment): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Annex 3 – CNFA Terms and Conditions**

**1. Ethical and Professional Conduct Requirements**. CNFA is committed to integrated purchasing and selects only vendors based on objective business criteria such as price and technical merit.

CNFA does not tolerate fraud, bid collusion, falsified proposals/bids, bribery or payoffs. Any individual or entity that violates these standards will be disqualified from this bid, excluded from future procurement opportunities, and may be reported to the USDA or USG.

CNFA employees and agents are strictly prohibited from requesting or accepting money, fees, commission, credit, gift, gratuity, item of value or compensation from current or potential vendors or suppliers in exchange or reward for business. Employees and agents engaged in this conduct are subject to termination and will be reported to USDA and the Office of Inspector General. In addition, CNFA will notify USDA and the USG of any offer by a vendor of money, fees, commissions, credits, gifts, gratuities, items of value, or compensation to obtain business.

Proposers responding to this RFQ must include the following as part of the proposal submission:

o Disclose any close, familial or financial relationship with NCFA or project personnel. For example, if an applicant's cousin is employed by the Project, the initiator must disclose this.

o Disclose any family or financial relationships with other vendors submitting proposals. For example, if the offeror's father owns a company that is submitting another proposal, the offeror must disclose this.

o Certify that the offer prices arrived at independently, without any consultation, communication, or agreement with another offeror or competitor to restrict competition.

o Certify that all information contained in the proposal and all supporting documents are true and accurate.

o Certify understanding of and agreement to CNFA's prohibitions against fraud, bribery, and cash on delivery.

Please contact the Procurement Officer at procurement@cnfa-procashew.org with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to CNFA at FraudHotline@cnfa.org or to CNFA's Global Complaint Hotline at 202-991-0931.

**2. Terms and Conditions**: This solicitation is subject to CNFA's Terms and Conditions. Any resulting compensation will be governed by these terms and conditions; a copy of the complete terms and conditions is available upon request. Please note that the following terms and conditions will apply:

(a) CNFA's standard payment terms are net 30 days after receipt and acceptance of products or deliverables. Payment will be issued only to the entity submitting the bid in response to this RFQ and identified in the resulting award; payment will not be issued to any third party.

(b) No products or services may be provided that are manufactured or assembled, shipped, transported, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria.

(c) Any international air or sea transportation or shipment under any award resulting from this solicitation must be on United States carriers/flagships.

(d) United States law prohibits transactions and the provision of resources and support to persons and organizations associated with terrorism. The vendor under the award resulting from this order shall ensure compliance with these laws.

(e) Title to any goods provided under an award resulting from this request shall pass to CNFA after delivery and acceptance of the goods by CNFA. The risk of loss, injury or destruction of the goods shall be borne by the Offeror until title passes to CNFA.

(f) U.S. law prohibits engaging in human trafficking activities. Supplier under the award resulting from this order shall ensure compliance with these laws.

**3. Disclaimers:** this is a one-time solicitation. The issuance of this solicitation does not obligate CNFA, the Pro-Cashew Project, or USDA to award or pay any costs incurred by potential vendors in the preparation and submission of a bid. In addition:

1. CNFA will not compensate offerors for response to RFQ.
2. CNFA reserves the right to issue award based on initial evaluation of offers without further discussion.
3. CNFA may negotiate with short-listed offerors for their best and final offer.
4. CNFA reserves the right to order additional quantities or units with the selected offeror.
5. CNFA may reissue the solicitation or issue formal amendments revising the original RFQ specifications and evaluation criteria before or after receipt of proposals.
6. CNFA may modify the specifications without issuing a formal notice to all offerors when the revisions are immaterial to the scope of the RFQ.
7. CNFA may choose to award only part of the activities in the RFQ, or issue multiple awards based on multiple RFQ activities.
8. CNFA reserves the right to waive minor proposal deficiencies that can be corrected prior to award determination to promote competition.
9. CNFA will contact all offerors to confirm contact person, address, and that the bid was submitted for this RFQ;
10. CNFA may modify the specifications without issuing formal notice to all offerors when the revisions are not relevant to the scope of the solicitation.
11. CNFA may elect to award only a portion of the activities in the solicitation, or issue multiple awards based on multiple solicitation activities.
12. CNFA reserves the right to waive minor weaknesses in proposals that can be corrected prior to award determination to promote competition.
13. By submitting a response to this solicitation, offers understand that USDA is not a party to this solicitation and the offeror agrees that any protest submitted below may be submitted - in writing with full explanation - to the Pro-Cashew Project for review. USDA will not consider protests regarding contracts performed by implementing partners. CNFA, in its sole discretion, will make a final decision on any protest for this procurement.

**4. Source/Nationality/Manufacturing:**

Offerors may not offer or provide goods or services that are manufactured or assembled in, shipped from, transported through, or otherwise involve any of the following countries: Cuba, Iran, North Korea or Syria.

**5. Taxes and VAT**: As an organization implementing a project on behalf of USDA, CNFA is exempt from VAT, customs duties, for goods and services purchased for USDA-funded activities. As such, bidders agree to exclude VAT or any other similar tax or fee from its cost proposal.

**6. Eligibility:** By submitting a bid in response to this solicitation, the bidder certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for award by the United States Government. CNFA will not award any contract to a firm that is debarred, suspended, or otherwise considered ineligible for award by the U.S. Government.

**7. Delivery:** The place of delivery for items described in this RFQ is in accordance with Section 4 of the RFQ [Ilorin, Kwara State of Nigeria]. As part of its response to this RFQ, each bidder is required to provide an estimate (in calendar days) of the delivery time (after receipt of the order). The delivery estimate submitted in a bid in response to this RFQ must be maintained in the execution of any resulting contract.

**8. Warranty**: Warranty and repair service in the cooperating country is required for all products covered by this RFP. Warranty coverage shall be valid for all products for a minimum of at least one year after delivery and acceptance of the products, unless otherwise specified in the technical specifications.