

22 October, 2018

## Request for quotation (RFQ) – goods or services

RFQ Title:	ToR for business development consultants to support TOHFAN's business expansion drive
RFQ Issue Date:	22 October, 2018
Terms of Reference / Specifications:	The services to be delivered are detailed in the attached Schedule. The services will be delivered over a maximum of 50 days to end in March 2019.
Project	Propcom Mai-karfi
The Company	Palladium International Development Nigeria Limited
Closing Date and Time	16 November 2018 at 5pm
Contact Person	Usman Kabir, Market Manager Godson Ohuruogu, Tier Lead
Details for Submission	Email as one attachment: 1 A detailed CV 2 A short summary of how the assignment will be delivered 3 Daily fee rate (in Naira) 4 Availability 5 Estimated number of days for completing projected outputs 6 Proof of tax identification number and/or proof of tax remits 7 Contact details of three professional referees with whom you have worked recently
	Documents should be sent in Microsoft Word or PDF formats to <a href="mailto:gohuruogu@propcommaikarfi.org">gohuruogu@propcommaikarfi.org</a> and <a href="mailto:umusa@propcommaikarfi.org">umusa@propcommaikarfi.org</a>

Thank you for your interest in the above procurement. As managing contractor for the Project, the Company invites you to submit a quote for the Goods or Services listed below. Your quote will be valid for the Validity Period.

Please forward your quote in accordance with the Details for Submission above by the Closing Date and Time.

I look forward to your response. If you have any queries, please do not hesitate to contact me on 08035912840 or by e-mail at [umusa@propcommaikarfi.org](mailto:umusa@propcommaikarfi.org)

Yours sincerely,

Name of Signatory: Usman Kabir,

Title of Signatory: Market Manager

## Terms and conditions

### 1. Quote Conditions

By submitting a quote, potential suppliers are bound by these terms and conditions. Potential suppliers must submit offers with all details provided in English and with prices quoted in a single currency.

### 2. Quote Lodgement

The Company may grant extensions to the Closing Time at its discretion. The Company will not consider any quotes received after the Closing Time specified in the RFQ unless the Company determines to do so otherwise at its sole discretion.

### 3. Evaluation

The Company may review all quotes to confirm compliance with this RFQ and to determine the best quote in the circumstances.

### 4. Alterations

The Company may decline to consider a quote in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

### 5. The Company's Rights

The Company may, at its discretion, discontinue the RFQ; decline to accept any quote; terminate, extend or vary its selection process; decline to issue any contract; seek information or negotiate with any potential supplier that has not been invited to submit a Quote; satisfy its requirement separately from the RFQ process; terminate negotiations at any time and commence negotiations with any other potential supplier; evaluate quotes as the Company sees appropriate (including with reference to information provided by the prospective supplier or from a third party); and negotiate with any one or more potential suppliers.

### 6. Amendments and Queries

The Company may amend, or clarify any aspect of the RFQ prior to the RFQ Closing Time by issuing an amendment to the RFQ in the same manner as the original RFQ was distributed. Such amendments or clarifications will, as far as is practicable be issued simultaneously to all parties.

Any queries regarding this RFQ should be directed to the Contact Person identified on the cover page of this RFQ.

### 7. Clarification

The Company may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all potential suppliers in relation to their quotes. In doing so, the Company will not allow any potential supplier to substantially tailor or amend their quote.

### 8. Confidentiality

In their quote, potential suppliers must identify any aspects of their quote that they consider should be kept confidential, with reasons. Potential suppliers should note that the Company will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such an agreement, potential suppliers acknowledge that the Company has the right to disclose the information contained in their quote.

The potential supplier acknowledges that in the course of this RFQ, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this RFQ and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person. If the potential supplier is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company. The parties agree that this obligation applies during the RFQ and after the completion of the process.

### 9. Alternatives

Potential suppliers may submit quotes for alternative methods of addressing the Company's requirement described in the RFQ where the option to do so was stated in the RFQ or agreed in writing with the Company prior to the RFQ Closing Time. Potential suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

### 10. Reference Material

If the RFQ references any other materials including, but not limited to, reports, plans, drawings, samples or other reference material, the potential supplier is responsible for obtaining the referenced material and considering it in framing their quote. And provide it to the Company upon request.

### 11. Price Basis

Prices quoted must be provided as a fixed maximum price and show the tax exclusive price, the tax component and the tax inclusive price.

The contract price, which must include any and all taxes, supplier charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.

### 12. Financial information

If requested by the Company, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.

If requested by the Company, the potential supplier must promptly provide the Company with such information or documentation as the Company reasonably requires in order to evaluate the potential supplier's financial stability.

### 13. Referees

The Company reserves the right to contact the potential supplier's referees, or any other person, directly and without notifying the potential supplier.

### 14. Conflict of interest

Potential suppliers must notify the Company immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised, whether due to a financial or personal interest (including those of family members) in the procurement or the Company).

### 15. Inconsistencies

If there is inconsistency between any of the parts of the RFQ the following order of precedence shall apply:

- (a) these Terms and Conditions;
- (b) the first page of this RFQ; and
- (c) the Schedule

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

### 16. Collusion and Unlawful Inducements

Potential suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive conduct or any other similar conduct with any other potential supplier or person or quote any unlawful inducements in relation to their quote or the RFQ process.

Potential suppliers must disclose where quotes have been compiled with the assistance of current or former the Company employees (within the previous 9 months and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this activity) and should note that this may exclude their quote from consideration.

Potential suppliers warrant that they have not provided or offered any payment, gift, item, hospitality or any other benefit to the Company, its employees, consultants, agents, subcontractors (or any other person involved in the decision-making process relating to this RFQ) which could give rise to a perception of bribery or corruption in relation to the RFQ or any other dealings between the parties.

### 17. Jurisdiction

This Agreement shall be subject to the laws of the Jurisdiction.

The Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this Agreement or the breach, termination, or invalidity thereof.

If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

The place of arbitration shall be the headquarters location of Company at the time the claim is filed and the language of the arbitration will be English. The relevant laws shall be the laws of the Jurisdiction.

## Schedule - Terms of Reference

### Background:

- Propcom Mai-karfi (PM) is a market-driven programme funded by UK aid which aims to reduce poverty in northern Nigeria by intervening in markets that matter most to poor women and men. Partnering with the private sector and government agencies, Propcom Mai-karfi uses a 'making markets work for the poor (M4P)' approach to create systemic changes in agricultural and rural markets in northern Nigeria so that poor people get a better deal for their businesses and have access to vital goods and services.
- During its first phase which ran from 2012 to 2017, Propcom Mai-karfi raised the incomes of 628,000 poor men and women in northern Nigeria by a cumulative NGN 9 billion. The programme also stimulated more than NGN17.6 billion in private sector investment into the rural economy.
- Now in its 3-year extension phase which runs till March 2021, PM is focused on post-conflict market development and climate smart agriculture initiatives in the north east (Borno, Yobe, Adamawa, Taraba, Gombe and Bauchi states), as well as continuing markets for the poor interventions in the DFID partner states of Jigawa, Kano, and Kaduna. During this phase, the programme aims to increase the incomes of an additional 350,000 rural poor people by 2021.

### Purpose:

- With the increasing demand for tractors services in Nigeria, TOHFAN is going through an expansion phase to make its services and products more available to clients. However, to enable this expansion, there is a need to reposition TOHFAN strategically. This repositioning will give TOHFAN a wider reach of clients to service. This also includes identifying the right market for TOHFAN as well as determining the right steps that will foster TOHFAN's mission.

### Activities:

The Business Consultant will support TOHFAN with;

- Identify business weaknesses and challenges
- Investment promotion,
- Business development,
- Comprehensive assessment and business diagnosis of TOHFAN using the Picking Sound Company and Company Diagnostics tools.

Business Development (Consultant 1) In partnership with TOHFAN,

- Build focused and effective relationships with prospective and existing agents/partners/clients/farmers,
- Identify new partners that will enhance and expand TOHFAN's programmes.
- Market analysis, strategic planning and branding of TOHFAN
- Identify and monitor TOHFAN's business opportunities.

Investment Promotion;

- Organize and manage the development of an investment promotion strategy.
- Carrying out researches and associated studies according to programme's needs, and TOHFAN's development priorities.

- Plan, organise, and implement investment road shows to promote TOHFAN as an ideal investment.
- Establish and manage an investment related Information Management System as well as preparing basic promotional materials.

#### Business Diagnostics;

- The consultant will apply the Picking Sound Company and Company diagnostics on TOHFAN to access TOHFAN's readiness to go through a business expansion if it is seeming as viable

#### Outputs

- Oversee and examine TOHFAN new business strategy progress and development
- Educate, lead and supervise members of the business development team to ensure project's achievement
- Conduct complex analysis in order to find new market opportunities
- Investigate existing products and services and compare them with competitors
- Suggest measures for improving customer satisfaction and loyalty
- Suggest effective means of handling business deals operations and activities
- Suggest alternative ways to build, encourage and maintain long-term relationships with key stakeholders
- Monitoring report: This report will contain information on the effectiveness and efficiency of the strategies used.
- Submission of detailed reports of promotional activities for each state for the duration of the assignment.: This will contain final reports of the promotion in each state.
- Submission of a comprehensive business assessment reports

#### Methodology

- Develop draft business strategy with TOHFAN to ensure efficient delivery to the target beneficiaries.
- Develop business contents for TOHFAN's website and social media handles.

#### Location and duration of assignment:

- The Consultant will work from the Procom Mai-karfi office in Abuja with regular travel to Lagos and Zaria. This position will be effective from 1<sup>st</sup> December 2018 to March 2019.

#### Reporting:

- The Consultant will be working closely with the Tier Lead and the Market Manager in charge of mechanisation.

#### Qualification:

- Advanced university degree in social sciences, business administration or other related areas.
- A proven track record of providing actionable solutions to business development
- Must be social media savvy.
- Excellent organizational and time management skills

- Outstanding communication, interpersonal and leadership skills
- Excellent presentation skills
- Critical thinker and problem solver
- Business development and enterprise development skill

**Selection Criteria**

The consultant will be assessed on the following criteria:

Criteria	Weights
Expertise/competence in business development/investment promotion	35
Target geographic knowledge	25
Fee rate	20
Evidence of tax compliance	10
Consultant/Company Profile	10
<b>Total Score</b>	<b>100</b>

Method of application:

Interested consultants should send their Curriculum Vitae with relevant experience to [umusa@propcommaikarfi.org](mailto:umusa@propcommaikarfi.org) and copy [gohuruogu@propcommaikarfi.org](mailto:gohuruogu@propcommaikarfi.org)

- ☐ Demonstrated ability to manage/deliver the Services in terms of:
  - ☐ Proven subject matter expertise
  - ☐ Past relevant performance
  - ☐ Availability
- ☐ The daily fee rate to be charged for providing the Services.

If your quote is successful, you will be required to enter into the Company’s standard contract for the types of goods or services being provided. In the provision of the Goods and Services, you will be required to comply with the Company’s policies, including (without limitation) its Business Partner Code of Conduct and any relevant Project Manual. Potential suppliers must also comply with the Company’s Business Partner Code of Conduct in the submission of any quotes pursuant to this RFQ.

If you are bidding as part of a joint venture, partnership or similar, please make this clear in your submission. Likewise, if you propose to subcontract any part of the goods or services provision, then disclose this fact within your submission. The Company may require additional information from you and approval for subcontracting will not be automatic as subcontractors will be subject to Palladium’s Due Diligence process.