17 March 2020

Request for quotation (RFQ) – goods or services

<table>
<thead>
<tr>
<th>RFQ Title:</th>
<th>Individual consultant to support policy intervention in Agricultural Inputs Markets.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ Issue Date:</td>
<td>17 March 2020</td>
</tr>
<tr>
<td>Terms of Reference / Specifications:</td>
<td>The service to be delivered is detailed in the schedule-Terms of Reference.</td>
</tr>
<tr>
<td></td>
<td>The service will be delivered over a period of time, effective from April 2020.</td>
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<tr>
<td>Project</td>
<td>Propcom Mai-karfi</td>
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<tr>
<td>The Company</td>
<td>Palladium International Development Nigeria Limited</td>
</tr>
<tr>
<td>Closing Date and Time</td>
<td>24 March 2020 by Midnight</td>
</tr>
<tr>
<td>Contact Person</td>
<td><a href="mailto:info@propcommaikarfi.org">info@propcommaikarfi.org</a></td>
</tr>
<tr>
<td>Details for Submission</td>
<td>Email as one attachment;</td>
</tr>
<tr>
<td></td>
<td>1. A detailed CV and cover letter</td>
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<tr>
<td></td>
<td>2. Evidence of similar work done</td>
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<tr>
<td></td>
<td>3. Tax Remittance Number and proposed daily rate(sent separately on attached excel sheet)</td>
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<tr>
<td></td>
<td>4. Proposed approach and broad strategic activities (not more than 3 pages)</td>
</tr>
<tr>
<td></td>
<td>All document should be sent in Microsoft Word or PDF formats to <a href="mailto:info@propcommaikarfi.org">info@propcommaikarfi.org</a></td>
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</tbody>
</table>

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 08054796992 or by e-mail info@propcommaikarfi.org

Yours sincerely,

Name of Signatory: Ogheneovo Ugbebor

Title of Signatory: Deputy Team Lead
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. **Alternations**
   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 requirements 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 in which 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 judgment 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

Name of project/programme: Propcom Mai-karfi

Terms of reference for:

Individual consultant to support policy intervention in Agricultural Inputs market

Number of consultants required: 1

About Propcom Mai-karfi

Propcom Mai-karfi (PM) is a market-driven program 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 program 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 program aims to increase the incomes of an additional 350,000 rural poor people by 2021.

About the Ag-Inputs Market

The appropriate use of quality inputs can have a significant impact on the yield and incomes of farmers. In Nigeria, however the use of these inputs by small-holder farmers still remains low. This is as a result of a number of constraints which include:

- Unavailability or insufficient quantities of quality inputs at the required time in the growing season from planting to harvest and storage.
- Poor distribution channels to rural communities and failure to invest in rural distribution channels by input companies which limits the access to and use of quality inputs by small-holder farmers.
• Poor quality of inputs available and low knowledge/ adoption of good agronomic practices (GAP) among small-holder farmers undermines the potential impact the inputs should make.

• Lack of finance on the part of small-holder farmers

• Lack of packaged units of inputs that are affordable and are appropriate for the area / crops being cultivated.

• Policy and regulatory gaps at state and federal levels that hinder the growth of the sector.

Propcom Mai-karfi is partnering with stakeholders in the sector including private sector input companies, agro-dealers and the public sector to address some of these constraints in northern Nigeria.

**Policy constraints**

Existing policy, rules and regulation restrict market-led growth of the private sector. Policies are often designed to safeguard the interest of local input companies at the expense of the farmers and their needs and ultimately restrict competition between domestic and international input companies. Consequently, local input companies have become complacent and do not see the need to be aggressive in their seed production or distribution resulting in few innovations in the market that benefit farmers.

Despite the obvious value of using the right inputs, farmers are unable to reap these benefits due to some identified policy constraints; either the absence of one or the weakness in implementation;

- Weak regulation by Nigerian Seed Council on product quality: For seed, the challenge of adulteration and counterfeiting is rife, mostly due to the absence of post market surveillance activity by the seed council. Given the huge market opportunity, adulterators continue in their act as the Council has not lived up to its expectation in monitoring and meting out punitive measures on offenders.

- Absence of regulatory body specifically for agrochemicals: Currently, the standard organisation of Nigeria and NAFDAC have been handling the registration of agrochemicals in Nigeria, focused mostly on importation and lacking the capacity to quality assure and control the inflow and distribution of substandard and banned agrochemicals. This has far reaching effect on the lives of farmers as it directly
increases their exposure to hazardous materials, direct negative impact on the environment and by extension, the safety and quality of food.

- Absence of regulation controlling the handling and use agrochemicals: The safe handling of agrochemicals requires a specialised chain – adequate trainings and the use of personal protective equipment during spraying- without which it becomes a hazard to the handler, the food and the environment. So far, there is no regulation mandating companies to ensure the handling of their agrochemicals is done by a trained spray service provider. The absence of this regulation has led to the under-development of the spray service delivery chain; leading to several long-term health hazards, which may have been overlooked within our environment given the weak diagnostic structures. Although agrochemical companies have an umbrella body, CropLife that should drive the spray service delivery system, the absence of a supporting policy/regulation has been a disincentive for companies to invest in it. It is therefore necessary to have a law mandating the companies importing agrochemicals to present a list of trained SSPs as a prerequisite for importation. Also, the law should provide that only trained individuals can spray, to limit health hazard and pollution. Furthermore, the country will be able to achieve product traceability.

PM’s strategy focuses on policy change to allow entry of competent and reputed international input companies to the Nigerian input market to stimulate competition in the domestic market and to spur innovation in terms of product and service offerings. Focus is also on strengthening the regulatory environment to promote policy implementation and prevent the circulation of counterfeit and illegal products with a view to promoting food safety and quality, reduce farmer health and productivity risks and environmental pollution.

Purpose

PM is seeking a consultant with experience in policy development and advocacy to support the Ag-input market (Seeds and CPP) in identification of opportunities and to facilitate policy advocacy and regulatory reforms in the Ag-inputs market.

Activities

1. Data gathering on the situation in the Seeds and CPP market to define key problems.
2. Define policy actions for the Seeds and CPP market.
3. Identify intervention nodes for policy engagement.
4. Develop policy and advocacy briefs for the Seeds and CPP markets.
5. Support stakeholder engagement in policy development and advocacy.
6. Any additional tasks and activities relevant to this engagement.

**Outputs / Deliverables**

- Report; detailing the key policy and regulatory challenges of the Seeds and CPP market and intervention nodes for PM as part of a wider strategy involving PM and key players in the sectors.
- Seeds and CPP policy briefs for key stakeholders and institutions.
- Advocacy strategy
- Stakeholder consensus and communique.
- Tangible changes with respective agencies.
- Support stakeholder roll-out

**Location and duration of assignment**

- The Consultant will work from home or from the Propcom Mai-karfi office in Abuja, with travel across Nigeria when required. This engagement will be effective from April 2020

**Reporting**

- The consultant will report to the Tier Lead and work closely with the Market Manager in charge of Ag-inputs.

**Qualifications**

- Relevant academic qualification in public policy, social sciences, development or related discipline.
- Extensive experience in policy research and analysis and international development sector.
- Good understanding of Nigeria Agricultural-inputs markets would be an advantage.
- Previous experience in providing technical policy assistance to public sector organisations or international development interventions.
- Excellent report writing and presentation skills.
- Excellent time management, communication, interpersonal and leadership skills.
- Critical thinker and problem solver.
### Selection criteria;

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weights (%)</th>
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</thead>
<tbody>
<tr>
<td>Detailed CV &amp; evidence of previous work on policy</td>
<td>40</td>
</tr>
<tr>
<td>Technical Expertise and proposed broad strategic activities</td>
<td>40</td>
</tr>
<tr>
<td>Daily rate and Tax Identification Number</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>100</td>
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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.