

June 2nd, 2024

## Request for Quotation (RFQ)

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Subject RFQ #:	Certification Preparation
RFQ Issue Date:	June 2 <sup>nd</sup> , 2024,
Terms of Reference / Specifications:	SMEs Prequalification for Export Certifications
Project	Trade Reform and Development in Egypt (TRADE)
The Company	Palladium Consulting Egypt
Country of Performance	Egypt
Closing Date and Time	June 16 <sup>th</sup> , 2024 16:00am GMT +2
Contact Person	Ahmed Hadi, Procurement Advisor
Details for Submission	Submissions should be emailed to applyTRADE@thepalladiumgroup.com

\Thank you for your interest in the above procurement. As implementer for the TRADE Project, Palladium invites you to submit a quote for the Goods or Services listed below. Your quote must be valid for 6 months after the submission deadline.

Please forward your quote in accordance with the Details for Submission above by the Closing Date and Time. This RFQ in no way obliges Palladium to award a contract nor does it commit Palladium to pay any cost incurred in the preparation and submission of a quote. Palladium bears no responsibility for data errors resulting from transmission or conversion processes.

I look forward to your response. If you have any queries, please do not hesitate to contact me at <a href="mailto:applyTRADE@thepalladiumgroup.com">applyTRADE@thepalladiumgroup.com</a>.

Yours sincerely,

Rachid Benjelloun Chief of Party, TRADE

### **Purpose**

The USAID TRADE project seeks consultants, companies, or consortia to provide integrated management system certification services and product certification for Newly Exporting or Export Ready Enterprises (NEEREs) for compliance with international standards to obtain confirmation of compliance and issuance of certificates of compliance. The overall objective of the assignment is to provide the SMEs with the needed guidance to complete their quality management (QM) certification to secure their market penetration in the targeted export markets.

### Acronyms:

- 1. TRADE: Trade Reform and Development in Egypt,
- 2. NEERE: Newly Expand Enterprises Ready to Export,
- 3. QMS: Quality Management System,
- 4. QM: Quality Management, and
- 5. SMEs: Small and Medium Enterprises

### **Type of Contract**

Blanket Purchase Agreement (BPA) using Firm Fixed Price Orders

### **Anticipated Contract Term**

12 months from the time of award.

### **Timeline**

Submission Deadline: June 16th, 16:00am GMT +2

Validity Period for Quotations: 12 Months

Expected Date of Award: June 30th, 2024

### Scope of Work and Standards

The selected consultant/firm will provide integrated management system certification services (Factory Preparation) and product certification for SMEs, in the Processed Food, Engineering, building Materials, Ready Made Garments, Home textiles, and Chemicals sectors, for compliance with the requirements of international standards. The consultant/firm will conduct preparation of certification services by preparing the factories' facilities for the following international standards in the 6 sectors:

- Food Processing: BRC, Halal, Kosher, ISO 22000
- Engineering Products: SASO, CE, G Mark
- Home textiles: ISO 9001, SEDEX, SABER, Oeko-Tex
- Ready Made Garments: ISO 9001, SEDEX, WRAP, BSCI, Fair Trade, GOTS, C-TPAT, ISO 26000 and SA8000
- Building Materials: SASO, ISO 9001, CE- Mark, CSTB Certificate, UL-Mark Certificate)
- Chemicals: ISO 9001, ISO 14001, ISO 45001 (Issuance and Renewal), ISO 15270 (specific for plastic recycling), (EUCERT) EuCertplast, ISO 18001, ISO 17025, TUV, BRC, BRC/IOP, FSC (Forest Stewardship Council), REACH.

### The Prequalification & preparation process for each SME will include the following tasks:

• **Kick-off meeting** to discuss with the USAID TRADE team the list of companies requesting to undergo the prequalification processes to obtain their desired certification.

- Visit each company from TRADE's list and submit an action plan and timeframe for implementation to TRADE's team.
  - The action plan shall cover **the following points,** and not limited to, the level of readiness of the company to start the preparation for the requested certificate, the status quo of the quality management system (QMS) of the factory/company, the company's documentation cycle, and certifications previously obtained, customer satisfaction reporting system and maintenance policy.
  - The submission of the action plan (word file report) should not exceed 10 working days after the date of the visit.
- For each company that met a specific level of readiness needed for the prequalification, and after submitting the action plan, the consultant shall conduct an information session for the factory staff and management on the required standards to provide comprehensive guidance on the certification application and review processes.
- Carry out a risk analysis and identify recommendations for factories' actions, with suggestive
  corrective measures and actions needed to obtain the certification; with a specific timeframe for
  completing these corrective actions.
- Present a cost estimate for certification preparation.
- Help and advise factories, as per their detailed action plan, for implementing and competing a successful certification process.
- Assist factories in the preparation of documentation, as needed, and prepare the staff for the certification audit visits.
- Offer recommendations on additional certifications that factories can pursue later in the future.
- Conduct a pre-audit to ensure the factory is prepared for obtaining the certification.
- Submit a final report indicating the conclusion of the implementation for each company.

The solicitation will set out an agreed upon price to provide the above services based on the required certification and the location of the companies. Offerors are asked to provide a quote to provide preparation services for each of the listed certifications.

Prices can be adjusted for companies inside or outside of Cairo. The awarded offerors will be eligible to receive orders for certification preparation services as per the requirements of TRADE's supported companies. At this time, TRADE expects 20-30 companies that will require the pre-qualification and preparation services over the course of the contract.

Deliverables and associated payments for each company supported are depicted in the following matrix:

	Milestone	Payment Percentage of Total contract award
1	Gap analysis and action plan for the company, with timeframe, to address gaps and issues in the evaluation report, within thirty (30) calendar days from contract signature,	20% of the total price per company (upon acceptance of the gap analysis)
2	The Following deliverables are expected to be delivered by the consultant (All the recommendations indicated in the gap analysis report to be filled):  1- Awareness sessions, as per ISO Standard(s) and/or Social Compliance Principles, for most of the companies' Co/staff.  2- Conducting Training, as per ISO Standard(s) and/or Social Compliance Principles and issuing of the Training Certificates (for selected companies'	60% of the total price per company (upon validation & verification of the received deliverables).

Co staff).

- 3- Establishing certification Manuals as per ISO Standard(s) and/or Social Compliance Principles that contain Forms, Templates, Policies, Processes, procedures & work instructions, etc.
- 4- Formulation of QMS and/or Social Compliance Teams that will carry-on the implementation and follow up on progress (Focal points with both consultants and TRADE's team (Export Advisors and Technical Assistance team)).
- 5- Training on Internal Audit Techniques as per ISO Standard(s) and/or Social Compliance Principles and assign companies' Internal Auditors.
- 6- Companies will have 4 to 6 weeks to implement all what have been delivered to them, as in Point no. (3).
- 7- Pre-Certification Audit from both the company's Internal Audit Team and the consultant.
- 8- TRADE team, with the company and the consultant will conduct a review meeting to discuss all issues done within Internal Audits and Pre-Certification Audit in terms of conformities and Nonconformities.

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Final report, for every company, with all actions taken indicate the actions" have been completed/in progress/pending and its statues, indicates the completed deliverables and lessons learnt. Upon completion of a successful pre-certification preparation and all the required actions.

20% of the total price per Company. (upon the receiving of the final report and approved by TRADE project designated person). The Final payment is conditional upon TRADE's management decision on either:

 The NEERE will be able to/obtain the certificate after the fulfillment of the gaps,

OR

2) The NEERE will just implement the system (QMS and/or social compliance) and will not proceed to obtain the certifications (By sending a letter/an e-mail to the

USAID TRADE team), Accordingly TRADE will release the last/remaining 20%.

### **Evaluation and Award Process**

Evaluations will be made on a best value, trade off basis. Proposals must meet the following criteria to be considered eligible:

- This solicitation is open to individuals or companies (together referred to as "consultants")
- Consultants may be Egyptian or American and be based in or outside of Egypt.
- Offerors must demonstrate a track record of successfully assisting companies, particularly SMEs, in attaining the listed export certifications at least 9 successful projects as per each ISO Standard(s) and/or Social Compliance Principles.
- Consultants must meet Palladium Due Diligence and Code of Conduct standards.

A selection committee will review the experience, price, and professional references. The selection will be based on the following criteria:

- Experience providing certification preparation services of at least 9 successful projects as per each ISO Standard(s) and/or Social Compliance Principles.
- Past Performance Information and References
- Price

Palladium reserves the right to award under this solicitation without further negotiations. The offerors are encouraged to offer their best terms and prices with the original submission.

### PROCUREMENT INTEGRITY AND ETHICS

It is Palladium's Policy that no gifts of any kind and of any value be exchanged between vendors/contractors and Palladium personnel. Discovery of the same will be grounds for disqualification of the vendor/contractor from participation in any Palladium's procurements and may result in disciplinary actions against Palladium personnel involved in such discovered transactions.

### Instructions to the Offerors

The following items are required to be submitted as part of the quotation:

- Past Experience Information/Capability Statement: Offerors must submit a past performance statement with previous experience facilitating export certifications for Egyptian business. Offerors must also submit three professional references, including email and phone number contract information and outlining the nature of the relationship between the offeror and reference. This requirement can be submitted either in Word or PDF (maximum of three pages).
- Price List: Offerors must complete the attached price list as per the scope of work above.
- Signed Certifications: Terrorism, Anti-Kick Back, Debarment, Foreign Corrupt Practices Act

The Company must complete the Due Diligence Questionnaire if selected for the Award within 5 days.

The Company must have a UEI number or obtain one within 5 days of being notified of selection.

### **Company Information**

Palladium is a global leader in the design, development, and delivery of Positive Impact — the intentional creation of enduring social and economic value. We work with corporations, governments, foundations, investors, communities, and civil society to formulate strategies and implement solutions that generate lasting social, environmental, and financial benefits.

### The Project

The goal of the USAID Trade Reform and Development in Egypt (TRADE) Project is to boost Egypt's international trade by increasing exports from Egyptian Small and Medium Enterprises (SMEs), and in particular New and Expanding Export-Ready Enterprises (NEEREs). To achieve the Project's goal, the project seeks to attain the following three Results:

Enhanced Export Capacity of SMEs, in selected sectors

Strengthened public and private Trade-Support Institutions – (TSIs) e.g., Trade Associations, Export Councils, etc.

Improved trade and investment policy, regulatory, and institutional environment

In implementing activities to accomplish the three results USAID TRADE aims to achieve the following targets, among others:

- Generate USD225M in SMEs export revenue in selected sectors, collectively.
- Help increase export revenue of TSI member companies benefiting from improved TSI services collectively, by 30%.
- Help reduce cost to import (documentary compliance) by 60%.

### **Attachments**

Please review the additional documentation and proposed contracts terms and conditions which should be given consideration when preparing your proposal. By submitting your bid, you will certify that that you agree with the contract terms and conditions included in this solicitation and that all prices include all aspects of the required compliance with the terms and conditions of the proposed contract.

- Annex A: Copy of the Contract blank with all the conditions and flow downs
- Annex B: Price List Format
- Annex C: Due diligence form(s)
- Annex D: Business Partner Code of Conduct
- Annex E: Certifications: Terrorism, Anti-Kick Back, Debarment, FCPA
- Annex F Past Performance Format

You can access the annexes using this link:

https://palladiumgroup-

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Any contract/purchase order resulting from this solicitation must be signed by both parties to be considered valid and in force. All costs associated with, but not limited to, production, preparation and/or delivery of goods or services, including deliveries, accepted by Palladium staff, without a fully executed (signed by both parties) contract/purchase order, are at the vendor's risk only. Palladium shall not pay for any costs, without limitation, associated with production, preparation, or delivery of goods and/or services under this or any other contract/purchase order, which has not been signed by both parties.

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 client terms and conditions. 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 in 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.

### Terms and conditions

#### **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.

### **Quote Lodgment**

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.

#### Evaluation

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

#### Alterations

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

### 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.

### **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 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.

### Clarification

The Company may, at any time prior to execution of a contract, seek clarification or additional information from, and enter 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.

### 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 during 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 unauthorized 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.

#### **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.

#### 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.

# ARBP PC01 GL01 TL03 Request for Quotation Revised 18.09.19.

#### 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 all taxes, supplier charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.

### 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 an evaluation of the potential supplier's financial stability.

### Referees

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

### 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).

### 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.

### **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 arise to a perception of bribery or corruption in relation to the RFQ or any other dealings between the parties.

### Jurisdiction

This RFQ shall be subject to the laws of the District of Columbia, United States of America. The language of the arbitration will be English.

The Potential Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this RFQ 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 RFQ or the breach, termination, or invalidity thereof, shall be settled by mediation through the American Arbitration Association by filling a request for mediation with the AAA and the other party. The Parties will be bound by any arbitration award rendered because of such arbitration as the final adjudication of any such dispute.