

December 3rd 2024

Request for Quotation (RFQ)

Subject RFQ #:	Palladium RFQ Auditors for Gender Seal Certification for Small and Medium Enterprises in Egypt
RFQ Issue Date:	December 3 rd , 2024
Terms of Reference / Specifications:	Auditors for Gender Seal Certification for Small and Medium Enterprises
Project	Trade Reform and Development in Egypt (TRADE)
The Company	Palladium International, LLC
Country of Performance	Egypt
Closing Date and Time	December 18 th , 2024
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 Project, Palladium invites you to submit a proposal for the terms of reference below. Your proposal must be valid during the Validity Period.

Please submit your proposal in accordance with the Details for Submission above by the Closing Date and Time. This RFP in no way obligates Palladium to award a contract nor does it commit Palladium to pay any cost incurred in the preparation and submission of a proposal. 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 by e-mail applyTRADE@thepalladiumgroup.com

Yours sincerely,

Rachid Benjelloun

Chief of Party, TRADE

Schedule - Terms of Reference

Background

Palladium was awarded the USAID/Trade Reform and Development in Egypt (TRADE) Activity contract, which has a 5-year period and a ceiling of \$36.3 million. The goal of the TRADE Activity is to increase Egypt's international trade by increasing exports from SMEs, and New and Expanding Export-Ready Enterprises (NEEREs). This will be achieved by addressing the constraints that impede the competitiveness of Small and Medium-sized Enterprises (SMEs).

To achieve the Activity's goal (increasing exports in selected sectors), the Contractor must attain the following three Results:

1. Enhanced Export Capacity of SMEs, New and Expanding Export- Ready Enterprises (NEEREs) in Selected Sectors
2. Strengthened Public and Private Trade-Support Institutions (e.g., Trade Associations, Export Councils, etc.).
3. Improved Trade and Investment Policy, Regulatory and Institutional Environment

Purpose

In response to the increasing global demand for gender-responsive products and SMEs, the USAID TRADE project is seeking to engage consultancy firms or individuals to provide audit services to the project's SMEs. The goal is to identify gaps and develop strategies to fulfill these gaps, enabling SMEs to obtain the Gender Seal Certification and successfully navigate the audit process. The targeted SMEs are within USAID TRADE's sectors, including Food Processing, Home Textiles, Ready-made Garments, and Chemicals.

Trade Reform and Development Project in Egypt (TRADE), Seeks to contract an auditor for the Egyptian Gender Equity Seal Certification to ensure that the company's policies and procedures meet the diligent standards set by the Egyptian Gender Equity Seal (EGES) framework and in alignment with the standards of the National Council for Women.

Type of Contract

Blanket Purchase Agreement

Anticipated Contract Term

12 months from the date of contract award.

The assignment is expected to start on/about September 25th, 2024.

Timeline

Submission Deadline: December 18th, 2024

Questions to be received on: December 5th, 2024

Answers to be published by: December 9th, 2024

Expected Date of Award: January 1st, 2024

Scope of Work and Standards

About The Egyptian Gender Equity Seal

The Egyptian Gender Equity Seal (EGES) is a prestigious certification awarded by the National Council for Women (NCW) to companies that demonstrate a strong commitment to improving their gender equality performance. Developed using the World Bank Gender Equity Model (GEM), the EGES aims to promote gender equity and eliminate discriminatory practices that hinder the advancement of women. Officially launched in 2021, the EGES focuses on four key areas: recruitment, career development, family-work balance, and sexual harassment policies.

The NCW initiated the program to award this certificate with the following objectives:

- Encourage companies to recognize, improve, and monitor the position of women and men in the workforce.
- Promote the creation, implementation, and maintenance of policies and procedures that uphold gender equity standards.
- Assist companies in demonstrating their compliance with the EGES framework to stakeholders.

EGES Auditor Role and Responsibilities

The EGES auditor, an independent professional assigned by the NCW, plays a crucial role in the certification process. The auditor must be qualified in conducting management-system-based social audits, have undergone specialized training on the EGES methodology, and be registered with the NCW. The auditor's scope and deliverables include:

- **Conducting the Audit Meeting:** The auditor will organize and lead the audit meeting, ensuring all relevant aspects of the company's gender equity practices are thoroughly examined.
- **Reviewing the Company Gender Action Plan:** The auditor will meticulously review the company's gender action plan to assess its alignment with EGES standards.
- **Engaging in Discussions:** During the audit meeting, the auditor will discuss and ask questions about the action plan to gain a comprehensive understanding of the company's efforts and identify areas for improvement.
- **Writing the Audit Report:** The auditor will compile a detailed audit report, summarizing findings and providing recommendations. This report will be submitted to the NCW for review.

Additional Responsibilities:

- **Providing Feedback:** The auditor will offer constructive feedback to help companies enhance their gender equity practices.
- **Ensuring Compliance:** The auditor will ensure that the company's policies and procedures meet the diligent standards set by the EGES framework.
- **Facilitating Continuous Improvement:** The auditor will encourage companies to continuously improve their gender equity performance by identifying best practices and areas for development.

Deliverables and Payment terms

1. EGES Audit report as per **the Egyptian Gender Equity Seal** standards and the overall action plan for implementation, with timeframe, to address gaps and issues in the report.
2. Issue the final decision and report on the results of the first deliverable and actions made during the implementation of this service, indicating the decision on the **Egyptian Gender Equity Seal** certification.

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.

- Companies might be from any nationality that is not restricted by geographic code = 937 (Please refer to Source, Nationality and Origin Restrictions section below). Companies may form partnerships to bid for this solicitation.
- Offerors must demonstrate a track record of successfully assisting companies in the auditing process for the listed certification, **Egyptian Gender Equity Seal**.
- Consultants must meet Palladium Due Diligence and Code of Conduct standards.

A selection committee will review the technical approach, price, and professional references. The selection criteria are based on the following:

- Experience providing audit services for the Egyptian Gender Equity Seal certification.
- 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.

SOURCE, ORIGIN AND NATIONALITY RESTRICTIONS

The geocode 937- encompasses the United States, Egypt, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source. Only service providers falling within this specified geographic code will be eligible for consideration for the award.

References:

- USAID ADS Chapter 310: <https://www.usaid.gov/ads/policy/300/310>
- USAID List of Prohibited Source Countries: <https://www.usaid.gov/ads/policy/300/310mac>

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 Energy Management 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.
 - 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 ISO 50001:2018 EnMS certification
 - 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 10-15 companies that will require the pre-qualification and preparation services over the course of the contract.
- **Signed Certifications:** Terrorism, Anti-Kick Back, Debarment, Foreign Corrupt Practices Act

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

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

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 as 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-my.sharepoint.com/:f/g/personal/ahmed_abdelhadi_thepalladiumgroup_com/EghrsVdrL1REsC-U3ynuzmoB-s-K9p7LUQh3wLvl6XgluA?e=bg27ho

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 either party.

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

1. Proposal Conditions

By submitting a proposal, 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. Proposal 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 RFP unless the Company determines to do so otherwise at its sole discretion.

3. Evaluation

The Company may review all proposal to confirm compliance with this RFP and to determine the best proposal in the circumstances.

4. Alterations

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

5. The Company's Rights

The Company may, at its discretion, discontinue the RFP; decline to accept any proposal; 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 proposal; satisfy its requirement separately from the RFP process; terminate negotiations at any time and commence negotiations with any other potential supplier; evaluate proposals 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 RFP prior to the RFP Closing Time by issuing an amendment to the RFP in the same manner as the original RFP was distributed. Such amendments or clarifications will, as far as is practicable be issued simultaneously to all parties.

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

7. 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 proposals. In doing so, the Company will not allow any potential supplier to substantially tailor or amend their proposal.

8. Confidentiality

In their proposal, potential suppliers must identify any aspects of their proposal 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 proposal.

The potential supplier acknowledges that during this RFP, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this RFP 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 RFP and after the completion of the process.

9. Alternatives

Potential suppliers may submit proposals for alternative methods of addressing the Company's requirement described in the RFP where the option to do so was stated in the RFP or agreed in writing with the Company prior to the RFP 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 RFP 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 proposal. And provide it to the Company upon request.

11. Price/Cost Basis

Prices or costs quoted must 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.

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 evaluating 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 RFP, the following order of precedence shall apply:

- (a) these Terms and Conditions.
- (b) the first page of this RFP; 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 proposal or the RFP process.

Potential suppliers must disclose where proposals 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 proposal 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 RFP) which could give rise to a perception of bribery or corruption in relation to the RFP or any other dealings between the parties.

17. Jurisdiction

This RFP 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 RFP 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 RFP or the breach, termination, or invalidity thereof, shall be settled by mediation through the American Arbitration Association by filing 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.