
INVITATION FOR TENDER

Médecins Sans Frontières

Section: MSF Holland

Place of the mission: Nigeria

Address: House 11, First Avenue, Gwarinpa, Abuja, FCT.

Country: Nigeria

Email address: nigeria-tender@oca.msf.org

Date: September 19, 2024

Reference: RFT/MSF/OCA/09/24/004

Request For Tender: Solar Energy Equipment.

A.) INTRODUCTION

Médecins Sans Frontières is an International non-governmental organisation offering humanitarian assistance to populations in distress, victims of natural disasters, armed conflicts. This assistance is provided without discrimination, irrespective of race, religion, and creed or political affiliation.

B.) SCOPE OF WORK

To support healthcare activities, MSF is inviting qualified and reliable suppliers to submit offers for the supply of solar energy equipment to designated MSF Holland project locations in Zamfara state in Nigeria. You will find full details including quantities and specifications in Annex 1 of this document.

C.) ELIGIBILITY REQUIREMENTS

Interested companies are expected to provide copies of the following:

- i. Company profile.
- ii. Copy of commercial certificate, registrations or licenses of incorporation from authorized government body (CAC),
- iii. Offer details printed and signed on official company letterhead with price, lead-time and other details contained in Annex 1 specification.
- iv. Proof of experience in the execution of a similar project (attach copy(ies) of POs/contracts NB. Max 5 copies only)
- v. Tax identification number (TIN),
- vi. Financial capacity (bank statement of last 12months)
- vii. Copy of Banking/payment details
- viii. Signed copy of MSF Supplier Code of Ethics (see below in this letter)

D.) COLLECTION OF TENDER DOCUMENTS

Hard copies of tender documents can be collected (if required), from MSF Holland office at House 11 First Avenue, Gwarinpa, Abuja, FCT.

E.) SUBMISSION OF TENDER DOCUMENTS

Offers should include specifications of item or service offered, prices, warranty terms, delivery time, and delivery cost + full installation to MSF location at Gummi, Zamfara State. Offers can be submitted in **SEALED ENVELOPES AND PROPERLY ADDRESSED** to MSF Holland, House 11 First Avenue, Gwarinpa, Abuja, FCT, or via email to nigeria-tender@oca.msf.org before the deadline of September 30th, 2024.

Please note that the selection process will include a thorough evaluation of the supplier's products, services, delivery time, warranty, financial capacity, and relevant experience in order to select the best offer that meets MSF requirements and operational needs.

Envelops should have the following information clearly written on both sides: Tender Reference Number “RFT/MSF/OCA/NG/09/24/004” and company particulars of the supplier.

Closing date should be no later than 17:30pm on Monday, 30th September 2024. Where a hard copy of tender is submitted, please ensure the tender register is signed at the point of submission. MSF will not be liable for misplaced or wrongly submitted tenders.

F.) BID OPENING

All Bids will be opened immediately after the deadline date at Médecins Sans Frontières House 11 First Avenue, Gwarinpa, Abuja, FCT.

G.) OTHER CONDITIONS

- i. Bid must be in English Language and signed by an official authorised by the bidder;
- ii. Bid submitted after the deadline for submission would be returned un-opened;
- iii. All attendant costs will be borne by the bidders;

Questions related to this request can be sent to nigeria-logco-supply@oca.msf.org no later than September 26, 2024. Responses to all questions received will be shared with participating suppliers no later than **September 27th, 2024**.

MSF will inform participating suppliers of any changes to the deadlines or any other requirements in this request.

Sincerely,

Médecins Sans Frontières OCA

Represented by:

Gul Waiz
Supply Chain Coordinator

Signature: 

MSF will base its selection on the most economically advantageous tender after an evaluation for completeness and responsiveness of the offer and requested documents. MSF reserves the right to consult with other suppliers in the market to obtain the best price, quantity, delivery of goods and services needed.

Attachments:

Annex 1 – Product/Service specifications
Annex 2 – MSF Charter
Annex 3 – MSF Supplier Code of Conduct

ANNEX I: PRODUCT SPECIFICATIONS

Product Code	Product Description	Quantity	Specification	Preferred Brand
CCLIAIRCS1H	AIR CONDITIONER solar hybrid, 12000BTU,R410,w/o solar equip.	18	1 HP Solar hybrid Aircon	Yohako
CCLIAIRCS8H	AIR CONDITIONER solar hybrid, 18000BTU, w/o solar equipment	15	2HP solar hybrid Aircon	Yohako
CCLIZNG0018	BRACKET, Air conditioning installation, 2HP	8	Solar Hybrid, 18000Btu	Not brand-specific. Any good brand
PELECHAR80L1	CHARGE CONTROLLER (Victron centaur 12/80) 12V/80A/in 90-265V	4	100A Felicity MPPT charge controller; 12V/80A/in 90-265V	Victron Centaur or Felicity
PELEINVE1242	INVERTER	3	felicity, hybrid inverter 10KVA, 48V	Felicity
PELEINVE1242	INVERTER	2	felicity, hybrid inverter 5KVA, 24V	Felicity
PELEINVE800	INVERTER, in 12 V DC / out 230 V AC, 800 VA	1	Direct PV to AC-3-phase	Fronius 3
PELELIGLBSS	SOLAR STREET LIGHT	15	Solar Street Light - Only head unit	Felicity
PELESOLALD4	(BP Solar LK4) DISTRIBUTION BOX, 4 ways	6	Combiner Box	Not brand-specific. Any good brand
PELESOLAP28PC	SOLAR PANEL, 350w	144	350watts, monocrystalline solar panel	Felicity
PELESOLAP3XMC	SOLAR PANEL, 330Wp, 41.6V, 10.15A Isc, monocrystalline	193	300w Monocrystalline	Felicity
PELESOLAW26BM	SOLAR CABLE flexible, 2x6mm ² , for solar panel, per metre	200		Not brand-specific. Any good brand
PELEZNG0444	BATTERY stationary, AGM, 12V/200Ah, sealed	20	15kw Li-ion Battery	Quanta AGM - India

ANNEX II: MSF CHARTER

Médecins Sans Frontières (MSF) is a private, international association. The association is made up mainly of doctors and health sector workers and is also open to all other professions which might help in achieving its aims. All of its members agree to honour the following principles:

MSF provides assistance to populations in distress, to victims of natural or man-made disasters, and to victims of armed conflict. They do so irrespective of race, religion, creed, or political convictions.

MSF observes neutrality and impartiality in the name of universal medical ethics and the right to humanitarian assistance and claims full and unhindered freedom in the exercise of its functions.

Members undertake to respect their professional code of ethics and maintain complete independence from all political, economic, or religious powers.

As volunteers, members understand the risks and dangers of the missions they carry out and make no claim for themselves or their assigns for any form of compensation other than that which the association might be able to afford them.

ANNEX III: MSF SUPPLIER CODE OF CONDUCT

Médecins Sans Frontières (MSF) is a non-profit, self-governed, member-based international organisation that provides medical assistance to people affected by conflict, epidemics, disasters, or exclusion from healthcare. MSF teams are bound together by the MSF Charter and their actions are guided by medical ethics and the principles of impartiality, independence and neutrality.

MSF considers itself as a responsible association, and this rests, among others, on the responsible behaviour of its suppliers. Hereinafter the term “Suppliers” is used to refer to service providers, contractors, manufacturers, vendors and their own employees, agents and sub-contractors to which MSF pays the utmost attention.

Consequently, MSF expects its Suppliers to adhere to the MSF Supplier Code of Conduct, which sets out specific principles and standards, in particular in the areas of labour rights, human rights, anti-corruption, anti-fraud, prohibition of illegal activities and environmental protection. The standards provided for in the Supplier Code of Conduct are considered as a minimum behavioural conduct. Suppliers are expected to incorporate these standards into their conduct, and to abide by them in any circumstances. They are also encouraged to expand and complete them through their own ethics rules.

1. Labour Rights

1.1. Prohibition of forced labour, fair payment and no discrimination: MSF expects that its Suppliers (i) do not use any form of slave, forced, indentured or involuntary prison labour, (ii) abide by freely chosen labour, with wages fixed and paid in accordance with the rules set forth by the International Labour Organization and (iii) treat their employees, and those of their own suppliers and subcontractors, fairly, with respect, dignity and non-discrimination¹.

1.2. Prohibition of use of child labour: Suppliers are expected to ensure that neither they nor any of their affiliates employ children, even with the approval or consent of their parents, or are engaged in any practice inconsistent with the International Labour Organisation (ILO)’s Fundamental Conventions No. 138 and No. 182.

1.3. A safe and hygienic working environment to their workers: Suppliers are expected to ensure a safe and hygienic working environment². In particular, adequate steps are expected to be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

1.4. Freedom of association and collective bargaining: Suppliers are expected to ensure that (i) workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively, (ii) they adopt an open attitude towards the legitimate activities of trade unions, (iii) workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.

1.5. Transparency and cooperation with MSF: Suppliers agree to be transparent towards MSF about the labour conditions under which products are made and services provided to MSF and to cooperate with MSF and/or its auditors in this respect if necessary.

2. Human Rights and Behaviours

2.1. Protection of internationally proclaimed human rights: Suppliers are expected to comply with all the international human rights laws. In particular, MSF expects its Suppliers to respect the protection of internationally proclaimed human rights, notably as set forth in the Universal Declaration of Human Rights proclaimed on 10 December 1948, and to ensure that they do not act as accomplices in human rights abuses and violations.

2.2. General non-discrimination: Suppliers are expected to behave respectfully and not discriminate against patients, colleagues or members of the local population on the basis of their race, opinions, lifestyle, gender, sexual orientation, socio-economic background, origin, religion or beliefs and other markers of identity.

¹ This term being interpreted by MSF as per Article 1 of the C111 - Discrimination (Employment and Occupation) Convention, 1958 (No. 111) of the International Labour Organization, i.e. any distinction, exclusion or preference made on the basis of race, colour, sex, religion, political opinion, national extraction or social origin, which has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation.

² This would typically include access to (i) clean toilet facilities, (ii) potable water, (iii) sanitary facilities for food and (iv) clean and safe accommodations meeting the basic needs of workers. See ETI Base Code clause 3 for more details.

2.3. Prohibition of abuse: Suppliers are expected to not abuse anyone physically (i.e. physical violence, sexual aggression or other forms of physical abuse) or psychologically (e.g. bullying, abuse of power, harassment, discrimination or favouritism).

2.4. Prohibition of exploiting the vulnerability of others: Suppliers are expected to not accept, under any circumstances, behaviour that exploits the vulnerability of others, in the broadest possible sense (sexual, economic, social, etc.). This includes exchange of goods, benefits or services for acts of a sexual nature, including the use of sex workers' services.

2.5. Prohibition of child abuse: Suppliers are expected to not accept child abuse, exploitation and violence and not engage in sexual relations with children³.

2.6. Prohibition of inappropriate conduct: Suppliers are expected to not take advantage of their position for personal gain, which is defined as soliciting, accepting or otherwise benefiting from any advantage, favour or gift, or promise thereof of material value, in any form, either in person or indirectly through relatives or associates, as an inducement or reward for doing or refraining from doing anything, or showing favour or disfavour to any person or company. Each Supplier is expected to use MSF resources (including premises, goods, money, reputation, image, etc.) with respect and care and in the interests of the organization and the populations it seeks to assist.

3. Prevention and Prohibition of Illegal Activities and Corruption

3.1. Prevention of illicit activities: MSF expects its Suppliers to (i) implement the adequate measures in order to prevent fraudulent activities within their organization and to (ii) cooperate with MSF and/or its auditors in this respect.

3.2. Prohibition of illicit activities and their financing: MSF expects its Suppliers to (i) not engage in illicit activities of any kind, including (but not limited to) crimes against humanity, war crimes, terrorism, trafficking of human beings, trafficking of drugs, trafficking of weapons, material or equipment destined for military use, embargo and sanctions violations, and to (ii) not engage in the financing of such activities or the laundering of their proceeds.

3.3. Anti-bribery: MSF expects its Suppliers to prohibit, both within their own organization and towards their own suppliers and subcontractors, the offering, giving, promising or accepting of any incentives of any kind whatsoever from one person to another in order to influence a decision or obtain any kind of undue advantage. Suppliers are expected to refrain from engaging in any form of bribery, both giving or receiving.

3.4. Conflicts of interest⁴: Suppliers are expected to take all reasonable measures to avoid any conflicts of interest in the performance of their obligations. A conflict of interest may notably result from economic or financial interests, political associations or family relationships, or any other relationship of common interests. Suppliers are expected to immediately notify MSF in writing of any conflict of interest arising during the performance of the agreement

3.5. Economic sanctions: MSF expects its Suppliers to make sure that they are not subject to any economic and trade sanctions⁵ and undertake to apply the highest reasonable standard of due diligence to ensure that none of their representatives, employees, contractors and sub-contractors are subject to any economic and trade sanctions.

4. Environmental protection

4.1. Suppliers are expected to monitor and seek to reduce the environmental impact of their activities and products, notably their negative impact on flora, fauna and land in order to ensure the conservation of biodiversity and habitats, including but not limited to waste minimization and process optimization.

³ Defined as per Article 1 of the United Nations Convention on the Rights of the Child, adopted and opened for signature, ratification and accession by General Assembly resolution 44/25 of 20 November 1989, entry into force 2 September 1990: "For the purposes of the present Convention, a child means every human being below the age of eighteen years unless under the law applicable to the child, majority is attained earlier".

⁴ Suppliers are expected to immediately notify MSF in writing of any conflict of interest arising during the performance of the agreement concluded with MSF and to take all actions necessary to end the conflict as soon as reasonably possible.

⁵ Economic and trade sanctions are restrictions that governments or international organizations impose on certain types of transactions with targeted countries or persons, as a tool to achieve foreign policy or national security goals. Restricted activities may include, but are not limited to, imports, exports, financial transactions, donations, and technology transfers.

4.2. For instance, MSF expects its Suppliers to have systems and practices in place to:

- source raw materials in an environmentally responsible way;
- use eco-friendly solutions in service delivery;
- reuse, recycle and substitute materials;
- reduce undue and unnecessary packaging, and use sustainable certified packaging;
- reduce energy consumption and use renewable energy resources;
- minimize the air and water pollution coming from operations (e.g.: destroying pollutants before they enter the atmosphere, more energy-efficient operations, reduction of water use and implementation of water purification technology); and
- use responsible product formulation (e.g. biodegradable, non-toxic, non-plastic, non-carcinogenic, recycled content).

4.3. MSF expects its Suppliers to be transparent about the environmental conditions under which products are manufactured and services provided to MSF and cooperate, as the case may be, with MSF and/or its auditors in this respect.

SIGNATURE

We confirm our understanding of the requirements set out in the MSF's Supplier Code of conduct and our acknowledgement of the good ethical practices in respect of all our dealings with MSF.

SUPPLIER AUTHORIZED REPRESENTATIVE

Company Name:

Name:

Position:

Date:

Signature & Stamp: