 **RE-ADVERTISED**

**Call for tender: Supply of Ready to Eat Food**

**N°: RFQ Aug /2024 / NG116 / Patient food Tender**

**Target Market**: Jahun, Duste, (Jigawa at large) and Kano

Date: **12th Aug 2024**

**Médecins Sans Frontières France (MSFF)**

**Place of the project: Jahun Jigawa**

## Médecins Sans Frontières (MSF) is an International non-governmental humanitarian medical organisation offering assistance to populations in need, without discrimination based on ethnic, religious or creed or political affiliation in contexts of epidemic, endemic, natural disaster and conflict. These entire situations request adapted medical and logistic resources. That’s why, according to our volume of purchase, we want to identify reliable supplier/ restaurant who share our vision for mutually beneficial long-term cooperation.

The objective of this call for Tender is to identify a supplier/ restaurant for the daily **preparation and delivery of meals to our patients**.

If you are interested in this cooperation, please follow the guide below for consultation and submission of offers.

Send your offer **5pm on 21st Aug 2024 in a sealed envelope** to the attention of the Supply manager at the below address: Or by email to [msff-nigeria-tender@paris.msf.org](about:blank)

**MSF FRANCE OFFICE**

**Jahun General Hospital**

Your offer should be in paper format, completed, stamped and should include the below documents:

* 1 - MSF Charter (signed)
* *2 - MSF Supplier code of conduct (signed)*
* *3 - Questionnaire (completed and signed)*
* *4 – Menus (completed and signed)*
* 5- Copy of Corporate Ownership/Registration Certificate/Licence and TIN Certificate
* 6- Recommendation from other clients if any

MSF will only consider completed offers in the process.

MSF shall award a service contract to one most suitable bidder as per the information provided.

**MSF France will organise a control visit to the bidders’ premises and reserves the right to consult with other clients in order to select the best supplier.**

MSF France will initiate negotiations with 3 shortlisted suppliers after delivery of the offers and will award contract to **one supplier at the end of this process.**

**This RFQ shall not be considered in any way as an offer of agreement with your company.**

**MSF FRANCE reserves the right to stop the process at any time during the RFQ process.**

**All direct or indirect costs to the vendors linked to the response to this RFQ and in subsequent negotiations will be borne by the bidder.**

Should you have any question, do not hesitate to contact us.

Email on [msff-nigeria-tender@paris.msf.org](about:blank) **or**

Telephone on +234 906 944 8819  | +234 901 033 2632

In person at our office.

## Attachments:

1. **Explanation of the need**
2. **MSF Charter**
3. **MSF Supplier Code of Conduct**
4. **Questionnaire**
5. **Menus & Price**

**Médecins Sans Frontières France,** represented by:

**Head of Mission Dr. Abdel-Kader ISSALEY**

1. **Explanation of the need**

Currently, MSF France is running a maternal IPD (In patient department) in Jahun General Hospital

To ensure good continuity of care, MSF is providing meals to patients and their caretakers every day. For that reason, MSF is looking for a supplier/ restaurant who can **prepare and serve food at the hospital twice a day:**

**NOTE: MSF HAS A KITCHEN AT THE HOSPITAL PREMISES SO THE FOOD WILL BE PREPARED AND SERVED WITHIN THE HOSPITAL PREMISES.**

**In the kitchen there is 24hour electricity, two big cooking stoves, two big cooking pots and two 50kg empty gas cylinders. The successful supplier/restaurant will have to provide all the other missing equipment needed for successful implementation of the contract.**

**Meal time:**

**- Lunch served between 12:00pm and 1:00 PM**

**- Dinner between 5:30pm and 6:00 PM**

Timely delivery is a very important criteria for MSF and supplier will put everything in place to fulfill this

.

**To avoid contamination, food will be packed in disposal containers and always served hot.**

MSF will confirm order quantities the supplier at the time defined below:

**- Between 8 and 9am the same day for lunch**

**- At 2 PM the same day for dinner**

The provider will respect the menus as defined in appendix 5. If the provider cannot supply some of the ingredients, they will specify an alternative.

Orders served will be confirmed by both MSF and the supplier at the point of serving food in the hospital.

Preliminary stage:

As part of the tender process and prequalification exercise, MSF will conduct a visit of the prospective supplier’s current food preparation and storage area

During this visit we will control:

- Hygiene (waste management, hygiene rules, protective clothing for preparators, drinking water…)

- Space management (dedicated space for kitchen)

- Pest control

- Food preservation (fridge, generator…)

The supplier will provide MSF with a bi-weekly invoice MSF will pay by transfer.

**2. 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:

Médecins Sans Frontières 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.

Médecins Sans Frontières 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.

**Stamp and signature of the supplier**

**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](about:blank) 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 behavior 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 labor 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 behavioral 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.

# Labor Rights

* 1. ***Prohibition of forced labor, fair payment and no discrimination***: MSF expects that its Suppliers *(i)* do not use any form of slave, forced, indentured or involuntary prison labor, *(ii)* abide by freely chosen labor, with wages fixed and paid in accordance with the rules set forth by the International Labor Organization and *(iii)* treat their employees, and those of their own suppliers and subcontractors, fairly, with respect, dignity and non-discrimination[[1]](#footnote-1).
  2. ***Prohibition of use of child labor***: 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 Labor Organisation (ILO)’s Fundamental Conventions No. 138 and No. 182.
  3. ***A safe and hygienic working environment to their workers***: Suppliers are expected to ensure a safe and hygienic working environment[[2]](#footnote-2). 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.
  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.
  5. ***Transparence and cooperation with MSF***: Suppliers agree to be transparent towards MSF about the labor 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.

# Human Rights and Behaviors

* 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. ***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.
  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 favoritism).
  4. ***Prohibition of exploiting the vulnerability of others***: Suppliers are expected to not accept, under any circumstances, behavior 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.
  5. ***Prohibition of child abuse***: Suppliers are expected to not accept child abuse, exploitation and violence and not engage in sexual relations with children[[3]](#footnote-3).
  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, favor 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 favor or disfavor 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.

# Prevention and Prohibition of Illegal Activities and Corruption

* 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.
  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. ***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.
  4. ***Conflicts of interest***[[4]](#footnote-4): 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 concluded with MSF and to take all actions necessary to end the conflict as soon as reasonably possible.
  5. ***Economic sanctions***: MSF expects its Suppliers to make sure that they are not subject to any economic and trade sanctions[[5]](#footnote-5) 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.

# Environnemental protection

* 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.
  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).
  1. 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.

**Stamp and signature of the supplier**

1. **Request for Quotation :** Questionnaire

|  |  |  |
| --- | --- | --- |
|  | Company name |  |
|  | Contact person name / email address / Phone number |  |
|  | How many employees do you have currently? |  |
|  | Do you work with any other NGO’s or Hospital If so, **please provide reference name and phone number** | * Yes * No |
|  | Location | * Jahun * Dutse * Kano * Other specify |
|  | Can you allocate a **dedicated team to prepare meals on site**? | * Yes * No   Comment: |
|  | Can you receive payment by transfer? | * Yes * No   Comment |
|  | Can you fix prices for 6months,? 12 months? | * Yes for 6 months * Yes for 12 months * No |
| 69966 | Can you provide invoices in English? | * Yes * No   Comment |
|  | Which meal are you proposing? (tick several boxes if applicable) | * Lunch * Dinner   Comment |
|  | Can you accept bi-weekly payments? | * Yes * No   Comment |
|  | Did you attach the following elements to your offer? | * 2 - MSF Charter/ * *3 - MSF Supplier code of Conduct* * *4 Call for tender Questionnaire* * *5 – Menus* * *6 -* Copy of Corporate Ownership/ Registration Certificate and TIN * Recommendation |
|  | **Stamp and signature of the supplier**  **Place and date** |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Proposed Food Menu** | | | |  |  |
| **DAY** | **LUNCH** | **UNIT PRICE** | **DINNER** | **UNIT PRICE** | **TOTAL** |
|  |
| **MON** | RICE AND BEANS JELLOF AND SALAD |  | TUWON MASARA AND DRY OKRO SOUP |  |  |  |
| **TUE** | PETE WAKE (PORRIDGE BEANS) |  | JOLLOF RICE |  |  |  |
| **WED** | RICE AND STEW WITH MEAT |  | TUWON SHINKAFA AND KUKA SOUP |  |  |  |
| **THUR** | MOI-MOI AND PAP |  | TUWON SHINKAFA AND EGUSI SOUP |  |  |  |
| **FRI** | RICEAND BEANS JELLOF WITH FRIED FISH |  | TUWON GERO AND DRY OKRO SOUP |  |  |  |
| **SAT** | RICE AND STEW WITH MEAT AND SALAD |  | TUWON MASARA AND DRY OKRO SOUP |  |  |  |
| **SUN** | RICE JELLOF AND AWARA |  | TALIYA AND BEANS WITH STEW |  |  |  |

**Stamp and signature of the supplier**

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 Labor Organization, *i.e*. any distinction, exclusion or preference made on the basis of race, color, 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. [↑](#footnote-ref-1)
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. [↑](#footnote-ref-2)
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*”. [↑](#footnote-ref-3)
4. Any situation where a supplier is confronted with choosing between the duties and demands of its position and its own direct or indirect private interests.  [↑](#footnote-ref-4)
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. [↑](#footnote-ref-5)