

Request for Proposal

DRC Office in Nigeria:

Abuja:
No 18B Nun Street Maitama District
Abuja Nigeria

To: All Suppliers

Request for Proposal No: NGA-RFP-024-24 – Supply of AGO (diesel) and PMS (petrol).

Dear Sir/Madam:

The Danish Refugee Council (DRC) has received a grant from Various Donors for the implementation of the humanitarian aid operation entitled in northeast Nigeria. Part of this operation requires the supply of **AGO (diesel) and PMS (petrol)**. Therefore, the DRC requests you to submit price bid(s) for the supply of the item(s) listed on the attached DRC Bid Form Annex A,

Danish Refugee Council (DRC) is seeking highly qualified and experienced contractors, **for the supply of AGO (diesel) and PMS (petrol)**.

About the Services Requested

The required service involves the supply of AGO (diesel) and PMS (petrol) in various location of DRC offices in Abuja, Maiduguri, Adamawa – Mubi and Sokoto.

I. TENDER DETAILS

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
1	RFP published	25 th - December -2024
2	Technical clarification/Question	Send an email to Haytham.saed@drc.ngo
3	Closing date for clarifications	3rd January 2025 (4:00 PM UTC +1)
4	Closing date and time for receipt of Tenders	8 th January 2025 (04:00 PM UTC +1)
5	Tender Opening Location	DRC Office-Abuja (No 18b Nun Street Maitama District Abuja)
6	Tender Opening Date and time	13 th -January-2025 (10:00 AM UTC +1)

PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE

II. IMPORTANT INFORMATION REGARDING THIS RFP:

- This RFP is launched for the purpose of establishing a framework agreement with the supplier (s) for the supply of AGO (diesel) and PMS (petrol) for a period of 12 months.
- An extension up to 12 months is possible at the request of Purchaser and approval from Supplier.

- A Purchase agreement is not binding DRC to place any Purchase Orders. DRC will place orders to the awarded supplier based on the agreement as per its requirement. This tender is divided into 4 Lots:
 - Lot1-Abuja
 - Lot2-Borno
 - Lot3-Mubi
 - Lot4-Sokoto

DRC may choose to cancel the agreement if deemed necessary.

- DRC may choose to split the contract award to more than one supplier.
- DRC requires administratively and technically qualified bidders to provide requested AGO (diesel) and PMS (petrol).
- The delivery time of the supply shall be within 5days of placing the order. DRC may terminate the contract or impose other penalties if the supplier fails to deliver items within this period.

III. SELECTION AND AWARD CRITERIA

The criteria for awarding contracts resulting from this Tender is based on 'best value for money'. To all tenders DRC defines best value for money as:

The best value for money should not be equated with the lowest initial bid option. It requires an integrated assessment of technical, organizational and pricing factors in light of their relative importance (i.e. reliability, quality, experiences, and reputation, past performance, cost/fee realism, delivery time, reasonableness, need for standardization, and other criteria depending on the item to be procured).

For all bids deemed technically compliant as per Technical Weighting Criteria Below

Administrative Evaluation

A bid shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Bids that are deemed administratively non-compliant may be rejected. The documents listed below shall be submitted with your bid.

#	Annex #	Document	Instructions
1	A1	Bid Form (Financial)	Complete ALL sections in full, sign, stamp and submit Mandatory
2	A2	Bid Form (Technical)	Complete ALL sections in full, sign, stamp and submit Mandatory
3	B	Tender and Contract Award Acknowledgement Certificate	Complete ALL sections in full, sign, stamp and submit Mandatory
4	C	General condition for Contract	For reading and understanding
5	D	Supplier code of conduct	Complete ALL sections in full, sign, and submit
6	E	Supplier Profile and Registration Form	Complete ALL sections in full, sign, stamp and submit
7	F	Previous Experience and References	<ul style="list-style-type: none"> - Provide details of at least 2 references for experience - Bidders must submit at least two (2) proofs of experience in supplying similar items to organizations, preferably to INGOs, NGOs, or UN agencies. Acceptable documents for proof of experience include: <ul style="list-style-type: none"> • Goods Received Note (GRN) signed by

			<p>the purchaser.</p> <ul style="list-style-type: none"> • Delivery Note signed by the purchaser.
8	NA	Company Profile and proposal letter	<ul style="list-style-type: none"> - Company profile demonstrating relevant experience in providing services to cooperating organizations. It should describe its organization, size, structure, capacity, and office location(s) – Indicate if it operates station/base in Abuja, Borno , Sokoto or Mubi. - Proposal letter introducing the company and attesting to the Technical criteria
9	NA	Company Registration certificate	<ul style="list-style-type: none"> - Company Registration certificate Submit a copy
10	NA	Tax Registration	<ul style="list-style-type: none"> - Provide documentation of relevant tax registration under applicable law valid till Dec 2023
11	NA	SCUML Certificate	<ul style="list-style-type: none"> - SCUML Certificate from EFCC or proof of request

A. Technical Evaluation

To be technically acceptable, the bid shall meet or exceed the stipulated requirements and specifications in the RFP. A Bid is deemed to meet the criteria if it confirms that it meets the conditions, procedures, and specifications in the RFP without substantially departing from or attaching restrictions with them. If a Bid does not technically comply with the RFP, it will be rejected.

1. Only Companies can apply.

Technical weighting Criteria for this RFP are:

#	Technical Evaluation Criteria	TOTAL weighting to be awarded
	<p>Bidders will be rated based on the below score.</p> <p>10 = Significantly above requirement</p> <p>7 = Slightly above requirement</p> <p>5 = MEETS REQUIREMENT</p> <p>4 = Slightly below requirement</p> <p>1 = Does not meet requirement</p>	

1	<p>Operate a fuel filling station or proof of having an MOU with a fuel filling station with capable of supplying fuel to their clients in the areas of DRC operation they are applying for (Abuja, Borno, Mubi, and Sokoto).</p> <p><i>10: Operates fuel filling stations or has valid MOUs covering all areas of DRC operation applied for.</i></p> <p><i>7: Operates fuel filling stations or has valid MOUs covering most areas of DRC operation applied for</i></p> <p><i>5: Operates fuel filling stations or has valid MOUs covering areas of DRC operation applied for</i></p> <p><i>4: Operates fuel filling stations or has valid MOUs covering but not in the Location of DRC operation applied for</i></p> <p><i>1: No evidence of operating fuel filling stations or valid MOUs for any area of DRC operation applied for</i></p>	30%
2	<p>Experience in Fuel Supply</p> <p><i>10: Over 4 proven experiences with excellent references.</i></p> <p><i>7: 3–4 of proven experience with good references.</i></p> <p><i>5: Meets the minimum requirement of 2 proof of experience with acceptable references.</i></p> <p><i>4: Less than 2 proven experience or with incomplete references.</i></p> <p><i>1: No relevant experience or references provided.</i></p>	30%
3	<p>Fuel Management System</p> <p><i>10: Comprehensive system with real-time tracking, loss prevention, and detailed documentation/reporting of deliveries.</i></p> <p><i>7: Good system with most features (e.g., real-time tracking and loss prevention)</i></p> <p><i>5: Adequate system meeting minimum requirements with basic reporting and theft prevention.</i></p> <p><i>4: Limited system with major gaps (e.g., no real-time tracking or loss prevention).</i></p> <p><i>-1: No fuel management system provided or described.</i></p>	20%
4	<p>The bidder must demonstrate the capacity to supply large quantities of fuel exceeding 5,000 liters per delivery to meet operational needs.</p> <p><i>10: Demonstrates a proven ability to consistently supply quantities well above 5,000 liters with clear supporting evidence</i></p> <p><i>7: Proven ability to supply 5,000 liters or slightly more with supporting evidence of successful delivery.</i></p> <p><i>5: Meets the minimum requirement of being able to supply 5,000 liters per delivery with basic supporting evidence</i></p> <p><i>4: Limited evidence of capacity to supply 5,000 liters, with indications of potential inconsistencies.</i></p> <p><i>1: No evidence or inability to supply quantities up to 5,000 liters</i></p>	20%
	Total	100%

B. Financial Evaluation

All bids that pass the Technical Evaluation with an average of 50% will proceed to the Financial Evaluation. Bids that are deemed technically non-compliant will not be financially evaluated. The financial evaluation will be based solely on the **service percentage fee** proposed by the bidder.

Bidders are required to specify a fixed percentage fee that will be applied to the prevailing official government price for each fuel type. The evaluation will focus on the competitiveness and reasonableness of the proposed percentage fee.

IV. TENDER PROCESS

The following processes will be applied to this Tender:

- Tender Period
- Tender Closing
- Tender Opening
- Administrative Evaluation
- Technical Evaluation
- Financial Evaluation
- Contract Award
- Notification of Contract Award

V. SUBMISSION OF BIDS

Bidders are solely responsible for ensuring that the full bid is received by DRC in accordance with the RFP requirements, prior to the specified date and time mentioned above. DRC will consider only those portions of the bids received prior to the closing date and time specified.

All responsive Bids shall be written on the **DRC Bid Form (Annex A)**.

Beyond the DRC Bid Form, the following documents shall be contained with the bid:

- ☐ **Tender & Contract Award Acknowledgment Certificate (Annex B), the Supplier Profile and Registration form (Annex E), Proposal Plan, Proof of previous work experience, Company Registration and Tax Registration**

☐

Bids not submitted on Annex A, or not received before the indicated time and date as set forth on page 1, or delivered to any other email address, or physical address will be disqualified.

Bids submitted by mail, email or courier by so is at the Bidders risk and DRC takes no responsibility for the receipt of such Bids.

Bidders are solely responsible for ensuring that the full Bid is received by DRC in accordance with the RFP requirements.

A. Hard Copy (In case of lockdown our office will be closed, and bids can only be accepted by email):

Hard copy Bids shall be separated into 'Financial Bid' and 'Technical Bid':

- The Financial Bid shall only contain the financial bid form, Annex A
- The Technical Bid shall contain all other documents required by the tender as mentioned in section A. Administrative Evaluation, but excluding any pricing information

Each part shall be placed in a **sealed** envelope, signed and Stamped marked as follows:

The technical part which includes all documents except Annex A-Financial.

and only Annex A. Financial in a separate sealed envelope signed and stamped marked as follow:

RFP No.: **NGA-RFP-024-24 – Supply of AGO (diesel) and PMS (petrol)**

FINANCIAL BID

Bidder Name:

Both envelopes shall be placed in an outer **sealed** envelope, Signed and Stamped addressed and delivered to:

RFP No.: **NGA-RFP-024-24 – Supply of AGO (diesel) and PMS (petrol)**

DRC Offices in Nigeria:

Abuja:

NO 18b Nun Street Maitama district Abuja Nigeria

B. Email submission

Bids can be submitted by email to the following dedicated, controlled, & secure email address:

tender.nga@drc.ngo

When Bids are emailed, the following conditions shall be complied with:

- **The RFP number shall be inserted in the Subject Heading of the email**
- **Separate emails shall be used for the 'Financial Bid' and 'Technical Bid', and the Subject Heading of the email shall indicate which type the email contains**
 - The financial bid shall only contain the financial bid form, Annex A.
 - The technical bid shall contain all other documents required by the tender, but excluding all pricing information
- Bid documents required, shall be included as an attachment to the email in PDF, JPEG, TIF format, or the same type of files provided as a ZIP file. Documents in MS Word or excel formats, will result in the bid being disqualified. Bidder Must convert the excel financial and technical bid form to PDF, JPEG, TIF format, or the same type of files before submission via email.
- Email attachments shall not exceed 4MB; otherwise, the bidder shall send his bid in multiple emails.

Failure to comply with the above may disqualify the Bid.

DRC is not responsible for the failure of the Internet, network, server, or any other hardware, or software, used by either the Bidder or DRC in the processing of emails.

DRC is not responsible for the non-receipt of Bids submitted by email as part of the e-Tendering process.

Bids can be submitted in one of two ways, hardcopy or electronically. If the Bidder submits a Bid in both Hardcopy and electronically, DRC will choose the version that is the most advantageous to DRC.

**VI. SUBMISSION OF SAMPLES
NA**

VII. COMPLETION OF BID FORM

A. Prices Quoted

Any discount offered shall be included in the Bid price.

VIII. CURRENCY

The currency of the Bid shall be in NGN. No other currencies are acceptable.

IX. LANGUAGE

The Bid Form, and all correspondence and documents related to this RFP shall be in English.

A. Presentation

Bids shall be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations shall be initiated by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. All documentation shall be written in English. All Bids shall be signed by a duly authorized representative of

B. Split Awards

DRC reserves the right to split awards.

C. Validity Period

Bids shall be valid for at least the minimum number of days specified in the RFP from the date of Bid closure. DRC reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum limitation.

X. ACCEPTANCE

DRC reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the RFP Closure.

XI. AWARD OF CONTRACTS

This RFP does not commit DRC to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by DRC. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of DRC and the successful Bidder.

DRC may award contracts for part quantities or individual items. DRC will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. DRC reserves the right to cancel any RFP, to reject any or all Bids in whole or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future DRC RFPs.

XII. CONFIDENTIALITY

This RFP or any part hereof, and all copies hereof shall be returned to DRC upon request. This RFP is confidential and proprietary to DRC, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of DRC, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the RFP, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this RFP.

XIII. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

Bidders and their employees, officers, advisers, agent or sub-contractors shall not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- The preparation of submission of Bids,
- The clarification of Bids,
- The conduct and content of negotiations,
- Including final contract negotiations,

In respect of this RFP or procurement process, or any other procurement process being conducted by DRC in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to DRC, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

XIV. IMPROPER ASSISTANCE

Bids that, in the sole opinion of DRC, have been compiled:

- With the assistance of current or former employees of DRC, or current or former contractors of DRC in violation of confidentially obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
- With the utilization of confidential and/or internal DRC information not made available to the public or to the other Bidders,
- In breach of an obligation of confidentiality to DRC, or contrary to these terms and conditions for submission of a Bid, shall be excluded from further consideration.

Without limiting the operation of the above clause, a Bidder shall not, in the absence of prior written approval from DRC, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this RFP was an official, agent, servant, or employee of, or otherwise engaged by, DRC and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this RFP relates.

XV. CORRUPT PRACTICES

DRC has zero tolerance for corruption.

The Bidder represents and warrants that neither it nor any of its potential subcontractors are engaged in any form of corruption, defined by DRC as the misuse of entrusted power for private gain.

This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary corruption. The definition includes, but is not limited to, corruption in the form of: facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favouritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by DRC, including tendering, award or execution of contracts. DRC reserves the right, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately reject the submitted offer, and to take such additional action, civil and/or criminal, as may be appropriate.

The Bidder agrees to accurately communicate DRC's policy with regards to Anti- Corruption to Third Parties. The Bidder furthermore agrees to inform DRC immediately of any suspicion or information it receives from any source alleging a violation of this policy to the contact details of the specific DRC country operations via www.drc.dk/where-we-work, or via DRC's Code of Conduct Reporting Mechanism: www.drc.dk/relief-work/concerns-complaints/code-of-conduct-reporting-mechanism. Reports of suspected corruption can also be reported directly to DRC HQ at c.o.conduct@drc.dk.

XVI. CONFLICT OF INTEREST

A Bidder shall not, and shall ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of DRC and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any DRC contract a conflict of interest arises, or appears likely to arise, the Bidder shall notify DRC immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of DRC, or cases in which any DRC official, employee or person under contract with DRC may have, or appear to have, an interest of any kind in the Bidder's business or any kind

of economic ties with the Bidder. The Bidder shall take steps as DRC may reasonably require, to resolve or otherwise deal with the conflict to the satisfaction of DRC.

XVII. WITHDRAWAL/MODIFICATION OF BIDS

Requests to withdraw a Bid after the Bid Closure Time shall not be honoured. If the selected Bidder withdraws its Bid, DRC shall duly register the said Bid and shall evaluate it alongside all other received Bids. If the selected Bidder has furnished a Bid security, DRC shall withhold such Bid security until the issue has been resolved.

Withdrawal of a Bid may result in your suspension or removal from the DRC suppliers List.

A Bidder may modify its Bid prior to the RFP closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the RFP closure.

XVIII. LATE BIDS

All Bids received after the RFP closure will be rejected.

XIX. OPENING OF THE RFP

The Tender Opening will take place at the time and location stated above.

Any attempt by a Bidder to influence the Evaluation Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence DRC in its decision concerning the award of the contract will result in the immediate rejection of the tender.

XX. CONDITIONS OF CONTRACT

All Bidders shall acknowledge that the DRC General Conditions of Contract for the Procurement of Goods, or Services, or the Special Conditions of Contract, as applicable, are acceptable.

XXI. CANCELLATION OF THE RFP

In the event of an RFP cancellation, Bidders will be notified by DRC. If the RFP is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders.

The RFP may be cancelled in the following situations:

- where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered.
- exceptional circumstances or force majeure render normal performance of the project impossible.
- all technically compliant Bids exceed the financial resources available; or
- there have been irregularities in the procedure, where these have prevented fair competition.

DRC shall not be liable for damages, whatever their nature (damages for loss of profits) or relationship to the cancellation of an RFP, even if DRC has been advised of the possibility of damages. The publication of a procurement notice does not commit DRC to implement the programme or project announced.

XXII. QUERIES ABOUT THIS RFP

For queries on this RFP, please contact the Supply chain Manager, Haytham.saed@drc.ngo

All questions regarding this RFP shall be submitted in writing to the above. On the subject line, please indicate the RFP number. **Bids shall not be sent to the above email.**

All questions during the tender period, as well as the associated answers, will be shared with all suppliers invited, or for open tenders published at: <https://drc.ngo/relief-work/procurement-in-drc>

XXIII. RFP DOCUMENTS

This RFP document contains the following:

1. This covering Letter
2. Annex A1: DRC Bid Form (Financial bid)

3. Annex A2: DRC Bid form(Technical Bid)
4. Annex B: Tender and Contract Award Acknowledgment Certificate
5. Annex C: DRC General Conditions of Contract
6. Annex D: DRC Supplier Code of Conducts
7. Annex E: Supplier Profile and Registration
8. Annex F: Experience and references.

Under DRC's Anticorruption Policy Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. DRC will reject a Bid if it determines that the Bidder recommended for award, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

Yours sincerely
Supply Chain