

REQUEST FOR TENDER

Subject: Supply of Automotive Gas Oil (AGO) - Diesel
Project: MSF OCA Head Office and Project Locations
Date: 24th March 2025



'MSF' **Médecins Sans Frontières OCA**
No. 11, First Avenue, Gwarinpa Estate,
Abuja, FCT, Nigeria
9002
Nigeria.

Contact Person

Gul Waiz
Email: nigeria-tender@oca.msf.org

Annexes Annex A: Quality Specifications
Annex B: MSF Charter

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.

To support healthcare activities, MSF is inviting qualified and reliable suppliers to submit offers for the supply of Automotive Gas Oil (AGO) also called Diesel to all MSF OCA Project locations within Nigeria.

In order to be considered eligible for the award of the contract, bidders must meet all legal, financial, and technical requirements of the MSF in addition to adequate logistics capabilities to carry out the supply. MSF could request for a site visit and get in contact with the client or its representative for direct capability assessment.

MSF assesses all Bids received based on a number of objective criteria, including the proposed Bid price, estimated delivery time, quality requirements, logistics capability, satisfactory history of performance, delivery flexibility, financial stability, ethical considerations, professionalism, etc.

Our tender assessment process is transparent and neutral, ultimately endeavouring for a high-quality product for the benefit of our operations.

Scope of Project

Six Months Framework Contract – Option of Extension

Requested Documents

To be considered for the above-mentioned contract we need to have received the following documents:

- A. Company Profile including contact information and all information requested in annex B 'terms and references', article 2
- B. Evidence of logistics capability including of:
 - Trucks with functional flow meters
 - Storage tanks
 - Calibrated storage containers
 - Business premises
- C. Official Bid filled and signed by authorized company representative
- D. Copy of commercial certificate, registrations or licenses of incorporation from authorized government body,
- E. Certification of complete payment of taxes and social security obligations have been fulfilled,
- F. Copy of Banking/payment details

Submission Method

The bid shall be submitted online or in hardcopy in a sealed envelope with the name of the company written on the front and by electronic mail to [\[nigeria-logco-supply@oca.msf.org\]](mailto:nigeria-logco-supply@oca.msf.org)

Deadline

Your offer is considered valid, only when all requested documents are received before **04th April 2025; Friday 5:30pm**

Questions:

Questions can be sent by email to nigeria-tender@oca.msf.org before 02nd April 2025.

General Information

- The tender process will be coordinated by Supply Chain Coordinator only. Direct contacting MSF staff, other than the above mentioned contact person, will be a reason for disqualification.
- Only the bids that provided all requested documents will be considered
- Bids shall be completed in English and in metric system only;
- Bids shall be **NGN – Nigerian Naira currency only.**
- **All prices are including tax and other additional handling and logistics costs**
- Winning bidder must begin with the supply not later than three days after the signing of the contract and receipt of approved purchase order;
- Flight, accommodation and other expenses will **NOT** be provided by MSF and should be factored into the Bid.

If you decide not to submit a Tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,



Médecins Sans Frontières OCA

Name: Gul Waiz

Title: Supply Chain Coordinator

Date: 24th March 2025.

TERMS AND REFERENCES

Article 01 Description of Service

In MSF OCA the service, consist of complete and timely supply of quality fuel as per specifications contained in Annex A and delivery time specified in this document to designated project locations.

The Client of the Project is Médecins Sans Frontières – Operational Centre Amsterdam (MSF OCA).

Article 02 Eligibility and Qualification Requirements

2.1 Company fact sheet/profile

All Bids submitted shall include a company fact sheet/profile including the following information.

- Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the Company or Firm or Partnership or, if a joint venture, of each party thereto constituting the Bidder.
- The offer, with the rates and total price for the service, and the maximum delivery time of the service filled in and signed.
- The list of proposed subcontractors (if any) and equipment to implement the service.
- A list of supply of a similar nature projects completed by the company during the last 2 years, indicating the equipment used, health and safety measures taken and references.
- Declare to have the logistics infrastructure (storage, measurement, transportation, etc.) that allows for the correct fulfilment of the contract.
- Submit a maximum delivery time for the service.

- Submit a risks mitigation strategy in case of mishaps and supply disruptions on the road
- All other documents, which are integral, part of the tender documents. These documents have to be signed as approved.

2.2 Project Information

MSF is allowed to visit the fuel station or distribution depot of the prospective contractor either for pre-qualification or post-selection capability assessment. The bidder will make arrangement if requested by MSF.

2.3 Logistics Infrastructure

All Bids submitted shall mention all materials, equipment, and costs needed to deliver the products described in the tender document.

Article 03 Conflict of Interest

- 3.1 A Bidder, and all parties constituting the Bidder including sub-contractors, shall not have a conflict of interest.
- 3.2 All Bidders found to have a conflict of interest shall be disqualified.
- 3.3 A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the MSF this bidding process.

Article 04 Joint Ventures, Consortia and Associations

Bids submitted by a joint venture, consortium or association of two or more firms as partners shall not be accepted

Article 05 One Bid Per Bidder Per Service

Each Bidder shall submit only one Bid per contract. A Bidder who submits or participates in more than one bid per contract will cause all the bids with the Bidder's participation to be rejected.

Article 06 Handling and Transport Costs

The bid is including all cost including tax and handling and transport costs of product to the MSF project locations.

Routes are listed below:

- Within Abuja
- Abuja to Sokoto
- Abuja to Gummi (Zamfara)
- Abuja to Anka (Zamfara)
- Abuja to Talata Mafara (Zamfara)
- Anka to Talata Mafara

Each bidder should have a good knowledge of the geography including distance of these projects.

Article 07 Cost of Bid

The Bidder shall bear all costs associated with the preparation and submission of his Bid and 'MSF' will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Article 08 Site Visit

- 8.1 A site visit can be organised for all Bidders. The date and time will have to be discussed by 'MSF' representative, mentioned above.
- 8.2 Upon approval by 'MSF', the Bidder can examine the Work site and their surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the Bid and entering into the Subcontract. The costs of visiting the sites shall be at the Bidder's own expense.

- 8.3 The Bidder and any of his personnel or agents will be granted permission by MSF to visit each project location for the purpose of ascertaining the travel distance and confirmation of tank capacity only upon the express conditions that the Bidder, his personnel or agents, will release and indemnify the owner and his personnel and agents from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.

Article 09 Content of Bid Documents

The Bidder is expected to examine carefully all instructions, conditions, forms, terms and specifications in the tender documents. Failure to comply with the requirements of the tender submission will be at the Bidder's own risk. Bids, which are not substantially responsive to the requirements of the tender documents, will be rejected.

Article 10 Amendment of Bid Documents

- At any time prior to the deadline for submission of Bids, 'MSF' may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender documents by the issuance of an addendum.
- The addendum will be sent in writing to all invited Bidders and will be binding upon them. Bidders shall promptly acknowledge receipt thereof.
- In order to afford Bidders reasonable time in which to take an addendum into account in preparing their Bids, 'MSF' may, at its own discretion, extend the deadline for the submission of Bids.

Article 11 Language of Tender

The Bid prepared by the Bidder and all correspondences and documents relating to the Bid shall be written in the English language.

Article 12 Bid Prices

- 12.1 Unless stated otherwise in the tender documents, the contract shall be for the service as described on the contract. The Bidder shall fill in rates for all items **in NGN – Nigerian Naira**.
- 12.2 All duties, taxes and other levies payable by the contractor under the contract or any applicable law in **Nigeria** shall be included in the total Bid price submitted by the Bidder, and the evaluation and comparison of bids by 'MSF' shall be made accordingly.

Article 13 Price Adjustment

The rates contained in the contract shall be fixed for based on current market prices of the product in the period of the supply and shall not be subjected to adjustment on any account.

Article 14 Bid Validity

- 14.1 Bids shall remain valid and open for acceptance for a period of **seven** calendar days after the submission of the Bid. In exceptional circumstances, prior to expiry of the original Bid validity period, 'MSF' may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing.
- 14.2 A Bidder may refuse the request. A Bidder agreeing to the request will be neither required nor permitted to modify his Bid.

Article 15 Format and Signing of Bids

- 15.1 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the Bidder to the form of a written power of attorney. The person or persons signing the Bid shall initial all pages of the requested documents.
- 15.2 The complete Bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by 'MSF', or as necessary to correct errors made by the Bid, in which case such corrections shall be initialled by the person or persons signing the Bid.
- 15.3 No Bidder may participate in the Bid of another for the same contract in any relation whatsoever.

Article 16 Sealing and Marking of Bids

The Bidder shall seal his original Bid, duly marking the envelope as specified at the cover page of the Bid.

Article 17 Deadline for Submission of Bids

In order for the Bid to be considered, the Bids must be delivered to 'MSF' before according to the date fixed at the cover page of the Bid.

Article 18 Late Bids

Any Bid received by 'MSF' after the deadline for submission of the Bids will be subject to 'MSF's consideration of disqualification.

Article 19 Modification and Withdrawal of Bids

- 19.1 The Bidder may modify or withdraw his Bid after Bid submission, provided that the modification or notice of withdrawal is received in writing by 'MSF' prior to the prescribed deadline for submission of Bids.
- 19.2 The Bidder's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions for the submission of Bids, with the envelopes additionally marked "modification" or "withdrawal" as appropriate.
- 19.3 No Bid may be notified subsequent to the deadline for the submission of Bids.
- 19.4 Bids for which an acceptable notice of withdrawal has been submitted shall not be opened.

Article 20 Opening Evaluation and Comparison of Bids

- 20.1 After the confidential opening of bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of the contract shall not be disclosed to Bidders or other persons.
- 20.2 Any effort by a Bidder to influence 'MSF' in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of the contract, may result in the rejection of the Bidder's Bid.
- 20.3 To assist in the examination, evaluation and comparison of bids, 'MSF' may ask Bidders individually for clarification of their Bids, including breakdowns on unit rates. The request for clarification and the response shall be in writing or verbal, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by 'MSF' during the evaluation of the Bids.
- 20.4 In evaluating Bids, 'MSF' will determine for each Bid the evaluated Bid price by adjusting the bid price by making any corrections for errors.
- 20.5 'MSF' reserves the right to accept or reject any variation, deviation or alternative offer. Variations, Deviations or alternative offers and other factors, which are in excess of the requirements of the Bid documents or otherwise result in the accrual of unsolicited benefits to 'MSF', shall not be taken into account in Bid evaluation.
- 20.6 MSF shall examine the legal documentation and other information submitted by Bidders to verify eligibility, and then will review and score bids according to the following criteria;
 - Price in comparison to MSF estimate established prior to issuing the Request for Tender
 - Transportation cost to delivery location
 - Quality requirements and specifications
 - Logistics capabilities – storage, handling and transportation
 - Legal documentations
 - Delivery flexibility – volume, time and location
 - Risk mitigation – insurance and liability
- 20.7 'MSF' will award the contract to the Bidder who has effectively submitted the best Bid in price, who has met the quality requirements, who has given a realistic delivery time, who has shown his capability and resources to carry out the service described.
- 20.8 Bid processes shall exclude bids from all consultancies with any personal connections with the employees of 'MSF', or close family members of any such persons. If it is discovered subsequent to the signing of a contract that there exists any such connection, the contract shall immediately become invalid.
- 20.9 MSF reserves the right to reject all bids, and re-tender if no satisfactory bids are submitted.
- 20.10 All costs in relation to the cancellation of the contract shall be borne by the consultancy.

Article 21 Client's Right

'MSF' reserves the right to accept or reject any Bid and to annul the tender process and reject all bids/Bids at any time prior to the award of the contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for 'MSF's action.

Article 22 Highest Standards of Ethics

22.1 MSF requires Employees, Bidders and Contractors, to observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of this, MSF defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the MSF, and includes collusive practices among Bidders prior to or after bid submission designed to establish bid prices at artificial, non-competitive levels and to deprive the MSF of the benefits of free and open competition;

22.2 In any case where fraud or corruption is identified, MSF will

- reject any bids where the Bidder has engaged in corrupt or fraudulent practices in competing for the Contract; and
- remove bidding contractors who engage in fraudulent or corrupt practices, from our prequalified list
- liaise with local authorities to report if fraudulent or corrupt practices are identified

Article 23 Award Procedure

23.1 MSF shall award the Contract in writing, with an Award Letter, to the Bidder whose offer has been determined to be the best, before the end of the bid validity period

23.2 Any bidder who has not been awarded a contract, will be notified in writing

Article 24 Notification of Award and Award Letter

24.1 Until a formal contract is prepared and executed, the Award Letter and Letter of Acceptance shall constitute a binding Contract.

24.2 The Award Letter will state the sum that MSF will pay the Contractor in consideration of the Service as prescribed in the Contract, and in accordance with the Bid.

24.3 The Bidder is thereafter required to submit a Letter of Acceptance, confirming their wish to proceed with a contract.

Article 25 Signing of the Contract

At the same time that 'MSF' notifies the successful Bidder that his Bid has been accepted, 'MSF' will request the Bidder to sign the Contract and eventually start the work **on an agreed date based on the operational needs.**

ANNEX A: QUALITY REQUIREMENTS/SPECIFICATION PARAMETERS

| Item | Parameters | Method | Specification |
|------|--------------------------------|------------|------------------|
| 1.1 | Density at 15 ⁰ C | ASTM D1298 | 0.820 - 0.870 |
| 1.2 | Distillation | ASTM D86 | FBP 385°C Max |
| 1.3 | Flashpoint | ASTM D93 | 66°C Min |
| 1.4 | Total Sulphur | ASTM D4294 | 0.005%wt Max |
| 1.5 | Colour | ASTM D1500 | 3.0 Max |
| 1.6 | Cetane Index | ASTM D613 | 47 Max |
| 1.7 | Visible Particles | Visual | Report |
| 1.8 | Water Content | ASTM D95 | 0.05 max |
| 1.9 | Viscosity at 40 ⁰ C | ASTM D445 | 2-5.5 Cst |
| 2.1 | Appearance | Visual | Clear and Bright |

ANNEX B: 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 honor 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.