

INSTRUCTIONS TO TENDERERS

Publication Reference: <LOC/BOWDI/NIG/04/2024>

SUBJECT OF THE TENDER: INVITATION TO TENDER FOR THE PROVISION OF FUEL SUPPLIES IN BORNO AND ADAMAWA STATES

When submitting their tenders, tenderers must follow all instructions, forms, terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

1. Services to be provided

The service required by the Contracting Authority is the provision of in Borno, and Adamawa state in lots 04.

In conformity with Nigerian tax laws, **BOWDI will withhold 5% of the total value of your quotation and remit to the tax authorities using your company's tax tin number**

DESCRIPTION	UNIT	QUANTITY
PMS (Petrol) in MMC Borno state, Yola Adamawa state	Litre	1
Diesel) in MMC, Borno state, Yola Adamawa state	Litre	1

2. Timetable

	DATE	TIME
Start date for requesting clarification from the Contracting Authority	29/01/2024	08:30 am
Last date for the Contracting Authority to issue clarification	09/02/2024	05:00Pm
Deadline for submitting tenders	25/03/2024	-
Tender opening session	27/03/2024	< 10:00am >
Completion date for evaluating technical offers	28/03/2024	-
Notification of award	01/04/2024	-
Contract signature	03/04/2024	-
Start date	04/04/2024	-

* Provisional date

3. Participation, experts and subcontracting

- a) Participation in this tender procedure is open only to the invited tenderers.
- b) Natural or legal persons are not entitled to participate in this tender procedure and will be excluded if they are in any of the following situations:

1. there is detection in the list of donor's restrictive measures, at the latest before signing a contract;
2. it is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
3. it has been established by a final judgment or a final administrative decision that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the Contracting Authority is located or those of the country of the performance of the contract;
4. it has been established by a final judgment or a final administrative decision that the economic operator is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the economic operator belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence, including, in particular, any of the following:
 - i. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
 - ii. entering into agreement with other economic operators with the aim of distorting competition;
 - iii. violating intellectual property rights;
 - iv. attempting to influence the decision-making process of the Contracting Authority during the procurement procedure;
 - v. attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
5. it has been established by a final judgment that the economic operator is guilty of any of the following:
 - i. fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by the Council Act of 26 July 1995;
 - ii. corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the law of the country where the Contracting Authority is located, the country in which the economic operator is established or the country of the performance of the contract;
 - iii. participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - iv. money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;
 - v. terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA respectively, or inciting or aiding or abetting or attempting to commit such offences, as referred to in Article 4 of that Framework Decision;
 - vi. child labor or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
6. the economic operator has shown significant deficiencies in complying with main obligations in the performance of previous contract signed by the Contracting Authority, which has led to its early termination or to the application of liquidated damages or other contractual penalties;

7. it has been established by a final judgment or a final administrative decision that the economic operator has been circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose;
 8. the Contractor or any of their employees and affiliates utilize:
 - i. Sexual exploitative or abusive practices, or are involved in any other humiliating, degrading or exploitative behavior.
 - ii. Child labor or are involved in any other practice that can harm or is likely to cause harm to children. The ILO Convention No. 138 on the minimum age for admission to employment and work (Version 1973) guides the Contracting Authority with the following definitions: 1) Hazardous Work: work which is likely to jeopardize children's physical, mental or moral health, safety or morals should not be done by anyone under the age of 18; and 2) Light Work: children between the ages of 13 and 15 years old may do light work, as long as it does not threaten their health and safety, or hinder their education or vocational orientation and training.
- c) Natural or legal persons are not entitled to be awarded a contract if they are in any of the following situations:
1. is in one of the exclusion situations listed above in point b);
 2. has misrepresented the information required by the Contracting Authority as a condition for participating in the procedure or has failed to supply that information;
 3. Was previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.
- d) In the cases listed above in point b) tenderers may be excluded from Contracting Authority procedures and be subject to financial penalties up to 10% of the total value of the contract.
- e) The tenderer must intend to provide the majority of the services itself except for the tasks entrusted to experts either as natural persons or single-member companies. If the tenderer intends to subcontract one or more parts of the contracted services, this must be clearly stated in the Organisation and Methodology and the Tender submission form. [The Contracting Authority requires that the following critical tasks be performed directly by the tenderer itself, or where the tender is submitted by a joint venture/consortium, by one of its participating members.
- f) All subcontractors must be eligible for the contract.
- g) Subcontractors cannot be in any of the exclusion situations listed above in points b) and c).

4. Content of tenders

Offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.

The tender must submit two identical envelopes:

- The first envelop must be labelled "**original**"
- The second envelop must be labelled "**copy**".

Each envelop must contain two smaller envelopes:

- **The Technical offer**
- **The Financial offer**

(see clause)

4.1. Technical offer

The Technical offer must include the following documents:

- (1) **Tender submission form** (see Part D of this tender dossier) including:
 - a) A signed declaration together with a signed "Declaration of honour on exclusion criteria and selection criteria" from each legal entity identified in the tender submission form, using the format attached to the tender submission form.
 - b) Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
 - c) All the administrative documentation of the company (Please list)
 - CAC
 - TAX clearance Updated
 - SCUML -Special CONTROL UNIT AGAINST MONEY LAUNDRY
 - Bank introductory letter
 - Evidence of work with organisations 2019 to 2023.
 - Company Profile
 - Cover Letter
 - Copies of relevant certifications or accreditations related to similar supply

Mode of submission:

- a) Original Technical Offer and other administrative documents should be submitted in a separate envelope.
- b) Original Financial Offer should be submitted in separate envelope
- c) **Both A & B should be submitted in one sealed envelope**
- d) An additional copy of "C" should be submitted in a sealed envelope

4.2. Financial offer

[For fee-based contracts: *Framework Agreement for Fuel Supply*.

The Financial offer must be presented in Nigerian Naira (NGN) and must include the following documents (using the templates included in the fee-based version of Annex IV Budget Breakdown (Economic Offer) which is part of this tender dossier:

5. Variant solutions

Tenderers are not authorised to tender for a variant in addition to this tender.

6. Period during which tenders are binding

Tenderers are bound by their tenders for 90 days after the deadline for submitting tenders or until they have been notified of non-award.

7. Additional information before the deadline for submitting tenders

The tender dossier should be clear enough to avoid candidates having to request additional information during the procedure. If the Contracting Authority, either on its own initiative or in response to a request from a tenderer, provides additional information on the tender dossier, it must send such information in writing to all the tenderers at the same time.

Tenderers may submit questions in writing to the following address up to **six days (6)** before the deadline for submission of tenders, specifying the reference and the contract title:

procurement@bowdi.org

The Contracting Authority has no obligation to provide clarification after this date.

Any tenderer seeking to arrange individual meetings with the Contracting Authority concerning this contract during the tender period may be excluded from the tender procedure.

No information meeting or site visit is foreseen.

8. Submission of tenders

Tenders must be delivered to the Contracting Authority for receipt before 25th.March, 2024 @ 4pm. They must include the requested documents in clause 4 above and be sent:

PHYSICAL SUBMISSION TO THE OFFICE ADDRESS BELOW.

BOWDI Office: Plot 130 Tampul Road off GRA Extension Maiduguri Borno State. OR

BOWDI SUB-OFFICE: No.6 Waziri Street, Bekaji jimeta Yola, Adamawa State. Opposite Abba Jametta's Residence.

FOR ONLINE SUBMISSION USE THE EMAIL ADDRESS BELOW:

Procurement@bowdi.org

In this case, the acknowledgment of receipt makes proof of compliance with the time-limit for receipt.

Tenders submitted by any other means will not be considered. Tenders must be submitted using the double envelope system, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words 'Envelope A Technical offer' and the other 'Envelope B Financial offer'. All parts of the tender other than the financial offer must be submitted in Envelope A.

Any infringement of these rules (e.g., unsealed envelopes or references to price in the technical offer) constitutes an irregularity which will lead to rejection of the tender.

The outer envelope should provide the following information:

- a) the address for submitting tenders indicated above;

- b) the reference code of the tender procedure LOC/INT/NIG/04/2024
- c) the words ‘Not to be opened before the tender-opening session’ and ‘**Not to be opened before the tender-opening session**’
- d) The name of the tenderer.

The pages of the Technical and Financial offers must be numbered.

9. Amending or withdrawing tenders

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with Clause 8. The outer envelope (and the relevant inner envelope) must be marked ‘Amendment’ or ‘Withdrawal’ as appropriate.

10. Costs for preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer, including the cost of interviewing proposed experts.

11. Ownership of tenders

The Contracting Authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers do not have the right to have their tenders returned to them.

12. Opening of tenders

The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.

The tenders will be opened on 27th March, 2024 @ 10:00am at **BOWDI OFFICE MAIDUGURI** by the committee appointed for the purpose.

At the tender opening, the tenderers’ names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the Contracting Authority may consider appropriate may be announced.

After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.

Any attempt by tenderers 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 the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.

All tenders received after the deadline for submission specified in these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

13. Evaluation of tenders

13.1. Evaluation of technical offers

The quality of each technical offer will be evaluated in accordance with the award criteria and the weighting detailed in the evaluation grid in Part C of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the Terms of Reference.

13.1.1. Interviews

Telephone interview (or equivalent): if required the president of the bid evaluation committee may contact tenders via the provided phone numbers in the presence of the other members of the committee.

13.2. Evaluation of financial offers

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders that were not eliminated during the technical evaluation will be opened. Tenders exceeding the maximum budget available for the contract are unacceptable and will be eliminated.

13.3. Choice of selected tenderer

The best price-quality ratio is established by weighing technical quality against price on a 60/40 basis.

- 40% for price
- 60% for quality/ technical

- Technical Evaluation		Score Weight	VENDOR A	VENDOR B	VENDOR C	VENDOR D	VENDOR C
Summary of technical proposal			POINTS OBTAIN				
1	Relevant experience of the firm: Past experience and performance record. Include letters of reference and/or previous Purchase Orders and previous experience of any similar contract is desirable.	20%	19	10	15	18	5
2	Proper understanding of the requirements for services, including assumptions: include any assumptions as well as comments on the data indicated in the BOQ, or as you may otherwise believe to be necessary.	20%	5	18	15	10	19
3	Any comments or suggestions on the BOQ, as well as your detailed description of the manner in which your firm would respond to the BOQ. Execution Timeline for Project completion (Time is of the essence here)	20%	20	20	20	20	20
TOTAL		60%					

13.4. Confidentiality

The entire evaluation procedure is confidential. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the tenderers nor to any party other than the Contracting Authority.

14. Ethics clauses and code of conduct

a) Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation

Committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in financial penalties.

b) Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its staff must comply with human rights. In particular, and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour). The Contracting Authority applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer. Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

c) Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The Contracting Authority reserves the right to suspend or cancel the procedure if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the Contracting Authority.

d) Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company. Contractors found to have paid unusual commercial expenses are liable, depending on the seriousness of the facts observed, to have their contracts terminated.

e) Breach of obligations, irregularities or fraud

The Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

15. Signature of contract(s)

15.1. Notification of award

The successful tenderer will be informed in writing that its tender has been accepted. A Framework Agreement will then be signed with this contractor. However, BOWDI will sign a backup Framework Agreement with the second-best offer. Those framework contracts are not a financial commitment.

15.2. Signature of the contract(s)

Within three (3) days of receipt of the contract already signed by the Contracting Authority, the selected tenderer shall sign and date the contract and return it to the Contracting Authority.

Failure of the selected tenderer to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

The other tenderers will, after the signature of the contract, be informed that their tenders were not retained with an unsuccessful letter.

The Contracting Authority will furthermore, at the same time, also inform the remaining unsuccessful tenderers and the consequence of these letters will be that the validity of their offers must not be retained.

16. Cancellation of the tender procedure

In the event of cancellation of the tender procedure, the Contracting Authority will notify tenderers of the cancellation. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

Cancellation may occur, for example, where:

- the tender procedure has been unsuccessful, i.e., no suitable, qualitatively or financially acceptable tender has been received or there is no valid response at all;
- there are fundamental changes to the economic or technical data of the project;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been substantial errors, irregularities or frauds in the procedure, in particular if they have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the Contracting Authority has been advised of the possibility of damages.