



United Nations Population Fund
UN House
Plot 617/618, Diplomatic Zone,
Central Area District,
P.M.B. 2851,
Garki, Abuja
E-mail: unfpangprocurement@unfpa.org
Website: www.nigeria.unfpa.org

Date: 24/06/2021

REQUEST FOR QUOTATION RFQ N° UNFPA/NGA/RFQ/21/022

Dear Sir/Madam,

UNFPA hereby solicits a quotation for the following items:

“Supply & Provision of Fuel Products for UNFPA Cross River Sub-Office (CRSO) Calabar”.

Item N°	Product Name	Product Description	Unit of Measure	Quantity (per year)
1.	Premium Motor Spirit (PMS)	NIS: 116:2017 –Sulphur Content – 150ppm (max); to deliver PMS directly into UN motor vehicles from the fuel station	Liters	5,000
2.	Diesel- Automotive Gasoline Oil (AGO) ‘Diesel’	NIS: 948: 2017, Sulphur content – 50ppm (max); to deliver Diesel directly into UN motor vehicles from the fuel station and supply generator tanks at the office premises.	Liters	20,000

This Request for Quotation is open to all legally-constituted companies that can provide the requested products and have legal capacity to deliver in the country, or through an authorized representative **(vendors with administrative office plus Fueling station presence in Calabar is an added advantage)**.

I. About UNFPA

The United Nations Population Fund (UNFPA), is the United Nations Reproductive Health and Rights Agency. UNFPA expands the possibilities for women and young people to lead healthy sexual and reproductive lives ensuring the reproductive rights for all while delivering a world where every pregnancy is wanted, every child birth is safe and every young person’s potential is fulfilled. To read more about UNFPA, please go to: [UNFPA about us](http://unfpa.org)

Objective:

The objective of the RFQ is to conclude a contract for professional services with a fuel service provider who can supply UNFPA with Premium Motor Spirit (PMS) and Automotive Gasoline Oil (AGO) also known as ‘Diesel’ products for direct fueling of the vehicles at the fuel station and on-demand supply to the generator tanks at the office location as required. The selected vendor is expected to provide such products, based on specific Purchase Orders submitted to the vendor either at the fuel station or delivery to the office premises as applicable. The successful vendor shall be contracted for a one year contract renewable up to three (3) years based on good performance and mutual agreement.

Technical Specification and Terms of Reference:

Refer to Annex I for the Terms of Reference and specific requirements for quotation submission

II. Questions

Questions or requests for further clarifications should be submitted in writing to the contact person below:

Name of contact person at UNFPA:	Chinwe Onyeulo
Tel N°:	+2348052100366
Email address of contact person:	onyeulo@unfpa.org

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Name of contact person at UNFPA:	<i>Ema Uruetse</i>
Tel N°:	<i>+2348113935310</i>
Email address of contact person:	uruetse@unfpa.org

The deadline for **submission of questions is Wednesday 30th June, 2021 by 12:00noon GMT+1 West Africa Time.**

Questions will be answered in writing and shared with all parties as soon as possible after this deadline.

III. Content of quotations

Bid documents and Quotations should be submitted electronically, Quotations must contain:

- Technical proposal, in response to the requirements outlined in the service requirements / TORs and **not more than 15pages inclusive of profile of the organization stating info on company size, staff strength, business presence, area of expertise, years in business, CAC Certificate, List of Company directors, financial turnover over the past three years, list of similar job experience with reference contact details and the cost of the similar job award/Purchase Order.**
- Price quotation, to be submitted strictly in accordance with the price quotation form. (attached below)

Both parts of the quotation must be signed by the bidding company's relevant authority

IV. Instructions for submission

Proposals should be prepared based on the guidelines set forth in Section III above, along with a properly filled out and signed price quotation form, and are to be sent by email to the address indicated below no later than: **Monday, 5th of July 2021, at 23:59pm GMT+1 West Africa Time.**

Secured Bid email address:	unfpangprocurement@unfpa.org
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Please note the following guidelines for electronic submissions to UNFPAs PSBs dedicated email address:

- The following reference must be included in the email subject line: **RFQ N° UNFPA/NGA/RFQ/21/022– “Supply & Provision of Fuel Products for UNFPA Cross River Sub-Office (CRSO)”**. Proposals, including both technical and financial proposals, that do not contain the correct email subject line may be overlooked by the procurement officer and therefore not considered.
- Proposals, including both technical and financial proposals, that do not contain the correct email subject line may be overlooked by the procurement officer and therefore not considered.
- The total email size may not exceed **20 MB (including email body, encoded attachments and headers)**. Where the technical details are in large electronic files, it is recommended that these be sent separately before the deadline.
- Any quotation submitted will be regarded as an offer by the bidder and does not constitute or imply the acceptance of any quotation by UNFPA. UNFPA is under no obligation to award a contract to any bidder as a result of this RFQ.

V. Overview of Evaluation Process

Quotations will be evaluated based on the compliance with the technical specifications and the total cost of the goods (price quote).

The evaluation will be carried out in a two-step process by an ad-hoc evaluation panel. Technical proposals will be evaluated for technical compliance prior to the comparison of price quotes.

VI. Award

UNFPA shall award a Purchase Order with duration of 3 months to the lowest priced bidder whose bid has been determined to be substantially compliant with the bidding documents.

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VII. Right to Vary Requirements at Time of Award

UNFPA reserves the right at the time of award of Contract to increase or decrease by up to 20% the volume of goods specified in this RFQ without any change in unit prices or other terms and conditions.

VIII. Payment Terms

UNFPA payment terms are net 30 days upon receipt of supporting documents, invoice and other documentation required by the contract.

IX. Fraud and Corruption

UNFPA is committed to preventing, identifying, and addressing all acts of fraud against UNFPA, as well as against third parties involved in UNFPA activities. UNFPA's Policy regarding fraud and corruption is available here: [Fraud Policy](#). Submission of a proposal implies that the Bidder is aware of this policy.

Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the Office of Audit and Investigation Services of UNFPA as well as with any other oversight entity authorized by the Executive Director of UNFPA and with the UNFPA Ethics Advisor as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives, agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UNFPA to repudiate and terminate the contract, and to debar and remove the supplier from UNFPA's list of registered suppliers.

A confidential Anti-Fraud Hotline is available to any Bidder to report suspicious fraudulent activities at [UNFPA Investigation Hotline](#).

X. Zero Tolerance

UNFPA has adopted a zero-tolerance policy on gifts and hospitality. Suppliers are therefore requested not to send gifts or offer hospitality to UNFPA personnel. Further details on this policy are available here: [Zero Tolerance Policy](#).

XI. RFQ Protest

Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract may submit a complaint to the UNFPA Deputy Representative, Ms. Erika Goldson at goldson@unfpa.org. Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the supplier may contact the Chief, Procurement Services Branch at procurement@unfpa.org.

Bidder(s) perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract may submit a complaint to the UNFPA Head of the Business Unit-UNFPA Representative] at UN House, 617/618 Diplomatic Zone, Central Business District, Abuja. Should the supplier be unsatisfied with the reply provided by the UNFPA Head of the Business Unit, the supplier may contact the Chief, Procurement Services Branch at procurement@unfpa.org.

XII. Disclaimer

Should any of the links in this RFQ document be unavailable or inaccessible for any reason, bidders can contact the Procurement Officer in charge of the procurement to request for them to share a PDF version of such document(s).



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PRICE QUOTATION FORM

Name of Bidder:	
Date of the quotation:	
Request for quotation N°:	UNFPA/NGA/RFQ/21/022
Currency of quotation:	NAIRA
Validity of quotation: (The quotation shall be valid for a period of at least 3 months after the submission deadline.)	

- Quoted rates must be **exclusive of all taxes**, since UNFPA is exempt from taxes.

Item	Product Name & Description	UOM	Number of Units	Unit Price	Total (NGN)
1	Premium Motor Spirit (PMS) at NIS: 116:2017 –Sulphur Content – 150ppm (max); to deliver PMS into UN motor vehicles directly from the fuel station	Liters	5,000		
2	Diesel- Automotive Gasoline Oil (AGO) at NIS: 948: 2017, Sulphur content – 50ppm (max); to deliver Diesel into UN motor vehicles from the fuel station and supply generator tanks at the office	Liters	20,000		
GRAND TOTAL					

Vendor's Comments:

I hereby certify that the company mentioned above, which I am duly authorized to sign for, has reviewed RFQ N° UNFPA/NGA/RFQ/21/022 including all annexes, amendments to the RFQ document (if applicable) and the responses provided by UNFPA on clarification questions from the prospective service providers. Further, the company accepts the General Conditions of Contract for UNFPA and we will abide by this quotation until it expires.

Name and title	Date and place



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ANNEX I: Technical Specifications/Terms of Reference (ToR)

The United Nations Population Fund (UNFPA), is the United Nations Reproductive Health and Rights Agency. UNFPA expands the possibilities for women and young people to lead healthy sexual and reproductive lives ensuring the reproductive rights for all while delivering a world where every pregnancy is wanted, every child birth is safe and every young person's potential is fulfilled. To read more about UNFPA, please go to: [UNFPA about us](#)

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• Scope of Work

- Delivery/dispensing of fuel to UN end users, and into vehicles and generators, and to bulk fuel delivery points (i.e. office premises) as applicable
- Establishment and management of fuel reserves for UN vehicles and generators at all times.
- Implementation and management of fuel reporting and accounting systems, and
- Establishment of a quality control programme, and maintenance of quality standards for fuel products and services.

• Work Schedule & Operations

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

S/N	Requirements	Description
1.	Currency of Quotation	Local Currency : Naira
2.	Value Added Tax on Price Quotation	Must be exclusive of VAT and other applicable indirect taxes (UN is tax exempt)
3.	Exact Address/es of Delivery Location/s (identify all, if multiple)	Directly at Petrol Stations/ supply to premises reservoir located at Plot 203, Bible Way, State Housing Estate, Calabar, Cross River State as applicable
4.	Unit Prices	All unit prices of the resulted contract must be maintained. Exemptions are only accepted on the basis of Government regulatory changes communicated through exchange of letters only.
5.	Product & Product Descriptions	Premium Motor Spirit (PMS) at NIS: 116:2017 –Sulphur Content – 150ppm (max); Diesel- Automotive Gasoline Oil (AGO) or 'Diesel' at NIS: 948: 2017, Sulphur content – 50ppm (max)



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- **Specific Requirements:**

Required Documents.

The fuel vendor shall provide the following documents for technical evaluation alongside with their price quotation duly completed as provided in the RFQ, as follows:

S/N	Description	YES/NO
1.	Company profile which should not exceed 15pages including any printed brochures and product catalogues relevant to the services being procured, organizational chart and profile of key personnel. (Including info on size, location, area of expertise, years in business etc.)	
2.	List of Company petrol stations/branches in the country indicating working hours (i.e. Opening and Closing time)	
3.	Business Registration Certificate (Copy of company's registration) including Articles of Incorporation, or equivalent document if Bidder is not a corporation.	
4.	Company's list of similar contracts for the past 3 years (experience working with an International organization is an asset)	
5.	Letter of reference from at least two (2) satisfactory Clients with terms of Contract Value for the past three years.	
6.	Copy of Licensing certificate is an added advantage	
7.	Quality Certificates of the fuel;	
8.	Evidence/Certification of Environmental Sustainability ("Green" Standards) of the Company or the Product being supplied;	
9.	Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;	
10.	Insurance Certificate for the company	
11.	Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past three years i.e. 2018, 2019 and 2020 is an added advantage	



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Annex II: General Conditions of Contracts: De Minimis Contracts

This Request for Quotation is subject to UNFPA's General Conditions of Contract: De Minimis Contracts, which are available in: [English](#), [Spanish](#) and [French](#)

UNFPA GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-a-vis UNFPA. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNFPA or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNFPA.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNFPA.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNFPA for all sub-contractors. The approval of UNFPA of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNFPA or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, Its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's



employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- (i) Name UNFPA as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNFPA.
 - (iii) Provide that UNFPA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UNFPA with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNFPA against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNFPA shall rest with UNFPA and any such equipment shall be returned to UNFPA at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNFPA, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNFPA for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNFPA shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNFPA's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNFPA in compliance with the requirements of the applicable law.



12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNFPA OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNFPA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNFPAP or the United Nations, or any abbreviation of the name of UNFPA or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNFPA, shall be treated as confidential and shall be delivered only to UNFPA authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNFPA, any information known to it by reason of its association with UNFPA which has not been made public except with the authorization of UNFPA nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNFPA, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNFPA of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNFPA shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNFPA shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days' notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNFPA reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNFPA shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNFPA under this Article, no payment shall be due from UNFPA to the Contractor except for work and services satisfactorily performed in conformity with the express terms of



this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNFPA may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNFPA of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

- 17.1 Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNFPA to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UNFPA to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNFPA before the payment thereof and UNFPA has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNFPA with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work



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that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

- 19.2 Any breach of this representation and warranty shall entitle UNFPA to terminate this Contract immediately upon notice to the Contractor, at no cost to UNFPA.

20. MINES

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol 11 annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNFPA to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNFPA.

21. OBSERVANCE OF THE LAW

- 21.1 The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22. AUTHORITY TO MODIFY

- 22.1 No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNFPA unless provided by an amendment to this Contract signed by the authorized official of UNFPA.