

Terms of Reference
Long Term Agreement for Purchase of fuel
for United Nations Agencies in Myanmar

1. DEFINITIONS

Long Term Arrangement (LTA) document means the agreement between the parties. Parties means UNICEF on behalf of various United Nations Agencies in Myanmar and the Supplier, their successors and assigns and where not repugnant to the context, their servants or agents. Goods covered in the LTA will mean all products (Petrol & Diesel in different grades) provided by the Supplier to UNICEF and other UN agencies from time to time pursuant to existence of Fuel between the Supplier and respective UN agency in accordance with the specifications and the daily market price as per the LTA. Commencement and expiry dates will be clearly indicated in the LTA. All Annexes attached will form integral part of the Long Term Arrangement (LTA). Purchase Orders means the order raised by UN agencies to purchase Goods in specific quantities from the Supplier from time to time. Supplier means, the organization agreed to supply goods on agreed terms. UN agencies mean the United Nation's international inter-governmental organizations and their authorized representative or representatives.

2. PURPOSE OF LTA

The Supplier shall provide Goods to UN agencies as may be required from time to time pursuant to existence of a Purchase Orders, and in accordance with the terms and conditions of the LTA. The Supplier acknowledges that:

- (a) UNICEF and UN agencies will not be obligated to order any minimum quantity of Goods from the Supplier, pursuant to signing of the LTA.
- (b) UNICEF and UN agencies shall not be liable for any cost in the event that no purchase of Goods is made under the LTA;
- (c) Each UN agency is liable for costs incurred on their respective a Purchase Orders placed by the respective UN agency;
- (d) No UN agency is liable for costs incurred on other UN agency's a Purchase Orders placed by other UN agency; and
- (e) The LTA will be nonexclusive, and UNICEF and UN agencies will be entitled to procure the same or similar Goods from other suppliers, as fit.

3. TERM AND TERMINATION

- 3.1 The LTA shall be for a term of 12 months, and shall commence on the Commencement Date and expire at midnight on the Expiry Date, unless earlier terminated in accordance with the provisions of the LTA.
- 3.2 UNICEF shall be entitled to renew the LTA for a further term of 24 months and on the same terms and conditions by giving the Supplier written notice of its intention to renew the LTA not less than 30 days prior to the Expiry Date, provided however that :
 - (a) The Supplier shall be transparent on its pricing structure and share price changes with the UN agencies that require such information. The pricing structure must be clearly marked at the Suppliers filling stations. The Supplier should further ensure

that its prices at all times are best available in the market;

3.3 In the event of a breach by one of the Parties, of a provision or provisions of the LTA, the other party may for valid cause, terminate the LTA upon 30 days written notice to the party in default, stating the reason for the termination.

3.4 In the event of a termination of the LTA:

- (a) The Supplier shall take immediate steps to cease provision of Goods in a prompt and orderly manner and shall not undertake any forward commitments from the date of the termination notice;
- (b) The Supplier acknowledges that UN agencies shall only pay the Supplier for Goods satisfactorily provided in accordance with the LTA, to the date of the termination notice.

4. SUPPLY OF THE GOODS

4.1 The Supplier shall establish independent with each UN agency. Each UN agency will consequently have a separate agreement with the Supplier based on the LTA. Each UN agency will only be liable for costs.

4.2 In order to establish Long Term Agreement each UN agencies must forward a letter signed by Country Representative to the Supplier. The letter must include:

- a) Specimen signatures of authorized signatories at the UN agency.
- b) List of office vehicles included in the agreement (including brand and car Registration number)

4.3 The Supplier will confirm the Long Term Agreement in a letter to the respective UN agency and issue numbered Fuel Coupons.

4.4 The UN agency shall use the numbered Fuel Coupon when purchasing fuel at a filling station. The Fuel Coupon must be signed by authorized signature at the UN agency to be valid. The UN agency must also fill in date, Car Registration number, and quantity of liter to be delivered in the Fuel Coupon.

4.5 The Supplier agrees to supply Goods to UN agencies pursuant to valid Fuel Coupons received during the term of the LTA.

4.6 In the event the Supplier considers it cannot substantially meet the requirements as per LTA because of limited quantities of stock or inability to meet the specifications, the Supplier shall seek further written instructions from UNICEF.

4.7 The Supplier shall accept cancellations of Long Term Agreements provided that reasonable written notice is given by the UN agency.

4.8 The Supplier shall cover costs related to the return and replacement of Goods, if such Goods are not accepted by UN agencies due to poor quality. Goods returned to the Supplier shall be recorded as credits to UN agencies and replacements shall be delivered promptly.

4.9 The Supplier undertakes to provide to UN agencies information, upon request, regarding the date of receipt of each Fuel Coupon, including the Coupon number, as well as detailed delivery status, costs to be charged and payments made by UN agency or pending.

4.10 The Supplier shall be responsible for providing all the necessary personnel, equipment, materials and supplies and for making all necessary arrangements for the performance of its obligations under the LTA.

4.11 The Supplier acknowledges that time shall be of the essence in performance of the LTA and it shall use its best endeavors to abide by the delivery periods as indicated in Clause 7.2 and as may be specified in the Fuel Coupons, provided however, that where the

Supplier does not meet the delivery requested UNICEF shall be entitled to give the Supplier notice of its intention to cancel the LTA unless Goods are delivered within a reasonable and specified time frame.

5. TOTAL PRICE

- 5.1 UN agencies shall pay the Supplier for each Fuel Coupon utilized and delivery made in accordance with the terms of the LTA, a sum which shall be based on the quantities ordered by the UN agency and delivered by the Supplier at the recognized price of the time of filling.
- 5.2 The Supplier guarantees that the Fuel prices at the time of filling are clearly indicated at the filling stations and that the Fuel Vouchers used clearly shows voucher number, station name, car registration number, fuel type including price per liter, filled liter and total price.
- 5.3 In the event that the Supplier is able to offer UN agencies a discounted price on placement of bulk orders, the unit prices shall be reduced and UN agency shall place specific Purchase Orders.

6. DELIVERY

- 6.1 The Supplier shall deliver the Goods to UN agencies at filling stations as per list of UNICEF vehicles provided by agencies. All risks of loss or damage to the Goods shall remain with the Supplier until physical delivery takes place in accordance with the LTA.
- 6.2 The Supplier shall only deliver the Goods based on Fuel Coupon. Fuel Coupon must be signed by authorized signature at the UN agency to be valid. The UN agency must also fill in date, Car Registration number, and quantity of liter to be delivered in the Fuel Coupon.
- 6.3. Delivery is based on the Supplier's confirmation that inspection of the quality of fuel has been done by international recognized third part Quality Assurance Company. The Supplier further confirms that quantity delivered at filling station is tested and verified by Third Party Inspection Company. Payment for any non-conforming Goods pursuant to the LTA shall not be deemed an acceptance of the Goods.

7. ORDER CONFIRMATION

- 7.1 The Supplier (filling station) shall acknowledge receipt of a Fuel Coupon by issuing Fuel Voucher. The Fuel Voucher is numbered and includes information on station name, car registration no, fuel type, price and filled liter and total amount.
- 7.2 The Supplier keeps the original Fuel Coupon.

8. Estimated Budget for the Contract and Funding Source:

WFP – \$100,000 per year
UNOPS - \$100,000 per year
UNICEF - \$50,000 per year
UNDP- \$25,000 per year
WHO - \$20,000

Total for UN Agencies - \$295,000 per year

9. PAYMENT

9.1 While LTA will serve as non-binding legal umbrella for the contractual relationship, every order for a particular event will be placed through an job order/contract with the following tentative payment method

The service provider shall submit the invoice for the individual payment after the provision and completion of the service, to respective UN Agencies with all the supporting documents and the invoice should reference to Institutional Contract/PO/Job Order# between respective UN agency and the service provider”.

The respective UN agency shall do the invoice verification as required and process the payment which shall be made within 30 days after the receipt of invoice.

If payment to be made by guest/event participant, the service provider shall directly charge the respective guest/event participant including applicable taxes.

The Supplier shall submit invoices to the respective UN agency in accordance with utilized Fuel Coupons maximum 2 times per month. Supporting documentation to the effect that the respective UN agency has received delivery of the Goods in the quantities invoiced must be attached to the invoice. Such documentation must be based on Fuel Coupon Number and include date of filling, Car registration no, fuel type, quantity delivered (liter), unit price per liter, total amount and fuel station name.

9.2 The Supplier shall ensure that all invoices:

- (a) Are submitted in English;
- (b) Are payable in Kyat by Bank transfer in the name of Company account.
- (c) Refer to Long Term Agreement No. and the Fuel Coupons pertinent to each particular delivery of Goods;

9.3 Provided that the Supplier has performed its obligations under the LTA to the satisfaction of the respective UN agency, and has submitted invoices and other supporting documentation required by the LTA, the UN agency shall, unless otherwise specified in the LTA, make payment within 30 days of receipt of Suppliers invoice for the Goods.

9.4 Payments for the Goods shall be made as offered and agreed by the both parties.

9.5 UN agencies shall not pay any charge for late payment unless expressly agreed to in writing.

10. INSPECTION

10.1 The Supplier shall permit UN Agencies, or any of its representatives as may be designated by UN agency, to inspect the goods and/or Quality Certificates issued by Quality Assurance/Inspection Company. However, any such inspections will not absolve supplier of any defects noted after delivery.

11. LTA AMENDMENTS

11.1 No modification of, or change in this LTA or waiver of any of its provisions or additional contractual relationship with the Supplier shall be valid and enforceable against UNICEF and UN Agencies unless affected by an amendment of this LTA signed by the Supplier and the UNICEF Chief Supply Section.

12. RIGHTS OF UNICEF and UN Agencies

- 12.1 In case of failure by the Supplier to perform under the terms and conditions of this LTA, including to make delivery of all or part of the Goods by the delivery date or dates, UNICEF and UN Agencies may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights;
- (a) Procure all or part of the Goods from other sources, in which event UNICEF and UN Agencies may hold the Supplier responsible for any excess cost occasioned thereby. In exercising such rights UNICEF and UN Agencies shall mitigate its damages in good faith;
 - (b) Refuse to accept delivery of all or part of the Goods;
 - (c) Terminate the LTA;
 - (d) For late delivery of Goods or for items which do not meet International recognized specifications and are therefore rejected by UN agencies may claim liquidated damages from the Supplier as agreed in the terms of the LTA. The payment or deduction of such liquidated damages, shall not relieve the supplier from any of its other obligations or liabilities pursuant to this LTA.

13. CORRESPONDENCE/NOTICES

- 13.1 All correspondence and any notice related to the LTA and Purchase Orders to be given to the Parties, shall be sent in writing to:
- Chief, Supply & Logistics Section
UNICEF, Yangon
Fax : 95 1 2305956
Tel : 95 1 2305960-69

14. SEVERANCE

- 14.1 In the event that any provision of this LTA shall be declared by any competent authority to be void or unenforceable by reason of any provision of an applicable law, it shall be deleted and the remaining provisions of the LTA shall continue in full force and effect.

15. SPECIAL TERMS AND CONDITIONS

- 15.1 The respective UN agency's General Terms and Conditions attached shall apply to any Purchase Order/Contract/Job Order subsequently issued pursuant to this LTA. In the case of any inconsistencies, the following order of precedence shall prevail:
- (a) This LTA
 - (b) The UN agency's General Terms and Conditions;
 - (c) The Purchase Order/Contract/Job Order

IMPORTANT

RIGHT OF UNICEF:

For late delivery of goods (or) for items which do not meet UNICEF's specifications and are therefore rejected by UNICEF, claim liquidated damages from the supplier and deduct 0.5% of the value of the goods pursuant to a purchase order per additional day of delay, up to a maximum of 10% of the value of the purchase order.

The payment or deduction of such liquidated damages, shall not relieve the supplier from any of its other obligations or liabilities pursuant to this purchase order

16. Confidentiality:

All certificates, statement, information received by the supplier shall be treated as confidential and shall be delivered only to the UN authorized officials.

17. Recourse:

UNICEF Myanmar shall not be liable for any other costs which are not specified and covered under the agreement. The supplier shall seek the clarification of such costs with the requestor for payment process. UNICEF reserves the right to withhold all or a portion of payment if quality of the goods is poor, and if one or more requirements established in this agreement is not met as described in the LTA.

18. Request for Proposal: The overall proposal will be judged based on the scoring criteria below. Bidders are encouraged to indicate the validity of offer, whether or not UNICEF payment term is acceptable and which discount is offered for payments. The overall technical and financial proposal will be evaluated based on the scoring criteria below

18.1 Technical Proposal

Technical Criteria	Technical Sub-criteria	Maximum Points
Completeness of administrative and reference requirements	• Completeness of Proposal	5
	• Company profile	10
Service Coverage Area within Myanmar	• Numbers and locations of fuel pumps across Myanmar	15
Quality Assurance	• Quality Control System in place	15
	• Certificates on Quality of Products	15
Company's past experience including the client contact list	• Experience with any UN/INGO in similar service	10
Financial capacity	• Audited Financial Statement for recent two years	10
Total:	Maximum Total Points	80

Only proposals which receive a minimum of 56 points will be considered further.

The technical proposal should include the following key points.

- Company corporate profile and competency
- Coverage of Service Area within Myanmar
- Quality control system
- Financial Capacity
- Referees
- Company's key personal

18.2. Financial Proposal

20 points

(The financial proposal should be detailed enough)

Financial proposal should include the following:

- **Unit price per litre for the type of fuel which are commonly used by UNICEF and other UN agencies, such as Octane (92 Ron), Octane (95 Ron), Octane (97 Ron), Diesel, Premium Diesel, Petroleum.**
- The proposed unit price should be the rate of fuel sold by the supplier on the date (3 days before the deadline for submission).

Total Technical and Financial

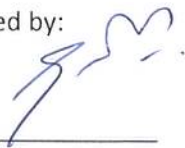
100 Points

The proposal with the best overall value, composed of technical merit and price, will be recommended for approval.

8. Selection process:

The 80/20 evaluation criteria will be applied to evaluate the tenders. Tenders will be evaluated technically first based on the evaluation criteria and the minimum threshold of 56 points as shown above. Only tenders who meet the minimum threshold of 56 points will be technically compliant and considered further.

Prepared by:



Sandar Tin
Administrative Specialist

Reviewed and Endorsed by:



Hanan Khayyat
Chief of Operations

Approved by:



June Kunugi
Representative

Annex 1 Technical Proposal Template

(Please expand the form if needed)

Section A – Mandatory Response

1. Valid registration with government entity
Copy of Registration should be attached.

2. Please confirm your acceptance in providing the fuel with coupon as outlined in ToR.

Yes () No ()

3. Please confirm your acceptance in applying the Terms and Conditions of UNICEF's contract for Institutional Services.

Yes () No ()

Section B – Technical Response Form

No	Description	Remarks
1.	Administrative and Reference Requirement (Please explain in details and provide supporting documentation where applicable)	1.1. Please provide your company profile a. Vendor may submit supporting documents such as (1) company's history/profile, (2) brochure, (3) product catalogues, organizational chart of company (not to exceed fifteen pages in length). <i>[Vendor Response Here]</i> 1.2. Please attach all valid certificates of incorporation, registration with government entity, and relevant certificate. <i>[Vendor Response Here]</i>
2.	Service Coverage Area within Myanmar	2.1 Please describe the Number of fuel stations with locations. <i>[Vendor Response Here]</i>

No	Description	Remarks																
		<p>2.2 Operating Hours of Fuel Stations</p> <p><i>[Vendor Response Here]</i></p>																
3.	Quality Assurance	<p>3.1 Quality Control System in place</p> <p><i>[Vendor Response Here]</i></p> <p>3.2 Please provide quality certificates of your products (Fuels)</p> <p><i>[Vendor Response Here]</i></p>																
4.	Experience and Qualifications	<p>4.1 Please inform number of years in selling fuels.</p> <p><i>[Vendor Response Here]</i></p> <p>4.2 Please describe the relevant experience of the company and experience working with UN Agencies, International organization, and Companies in similar service.</p> <p><i>[Vendor Response Here]</i></p>																
5.	Reference Check	<p>5.1 Please provide record of similar experience including the following information:</p> <table border="1" data-bbox="639 1429 1457 1854"> <thead> <tr> <th data-bbox="639 1429 820 1637">Client Name</th> <th data-bbox="820 1429 1034 1637">Contract Value</th> <th data-bbox="1034 1429 1193 1637">Contract Period</th> <th data-bbox="1193 1429 1457 1637">References Contact Details (Name, Phone, Email)</th> </tr> </thead> <tbody> <tr> <td data-bbox="639 1637 820 1711"></td> <td data-bbox="820 1637 1034 1711"></td> <td data-bbox="1034 1637 1193 1711"></td> <td data-bbox="1193 1637 1457 1711"></td> </tr> <tr> <td data-bbox="639 1711 820 1785"></td> <td data-bbox="820 1711 1034 1785"></td> <td data-bbox="1034 1711 1193 1785"></td> <td data-bbox="1193 1711 1457 1785"></td> </tr> <tr> <td data-bbox="639 1785 820 1854"></td> <td data-bbox="820 1785 1034 1854"></td> <td data-bbox="1034 1785 1193 1854"></td> <td data-bbox="1193 1785 1457 1854"></td> </tr> </tbody> </table> <p><i>[Vendor Response Here]</i></p>	Client Name	Contract Value	Contract Period	References Contact Details (Name, Phone, Email)												
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No	Description	Remarks
6.	Financial Capacity	<p>6.1 Please present the last two years audited financial statement to validate your financial capacity.</p> <p style="text-align: center;"><i>[Vendor Response Here]</i></p>
7.	Company key Personnel	<p>7.1 Contract Administrator/Focal Point</p> <p>Please provide the name, contact information of the Designated <u>Contract Administrator/Focal Point</u> who will handle the day to day relationship and manage the ordering process, proposal submission and contract follow up.</p> <p style="text-align: center;"><i>[Vendor Response Here]</i></p>

Name: _____

Title: _____

Company Name: _____

Date: _____

Annex 2
Financial Proposal Template
(Please expand the form if needed)

Sr. #	Type of Fuel	Unit	Price in MMK
1.	Octane (92 Ron)	Litre	
2.	Octane (95 Ron)	Litre	
3.	Octane (97 Ron)	Litre	
4.	Diesel	Litre	
5.	Premium Diesel	Litre	
6.	Petroleum	Litre	

Note: The proposed unit price should be the rate of fuel sold by the supplier on the date (3 days before the deadline for submission).

Name: _____

Title: _____

Company Name: _____

Date: _____