



NATIONAL CALL FOR TENDER FRAMEWORK AGREEMENT - ACTED IRAQ

Date: 05/02/2017

Tender N°: T/10/FA/FUEL/IRAQ/05022017/001

ACTED is requesting through this tender a company to provide detailed written quotations for the supply of the following products:

PRODUCT SPECIFICATIONS:

- | | |
|---|---|
| 1. Description: | Five lots of fuel available in different locations |
| 2. Product class / category: | Supplies |
| 3. Product stage: | Finished products |
| 4. INCOTERM (delivery conditions): | EXW and DDP ACTED Office Erbil/Dohuk/Sulaymaniyah /Kalar/Kut ¹ |
| 5. Specifications: | As per detailed in the offer form |
| 6. Quantities: | Quantities will be defined on demand, based on Purchase Orders submitted by ACTED |
| 7. Validity offer: | 6 months |

RESPONSIBILITIES OF THE SUPPLIER:

- | | |
|-------------------------------------|---|
| 1. Terms of delivery if DDP: | Lot 1: Erbil representative office or any other location within Erbil city and surrounding
Lot 2: Dohuk representative office or any other location within Dohuk city and surrounding
Lot 3: Kut representative office or any other location within Kut city and surrounding
Lot 4: Sulaymaniah representative office or any other location within Sulaymaniyah city and surrounding
Lot 5: Kalar representative office or any other location within Kalar city and surrounding |
|-------------------------------------|---|

¹ EXW - "Ex Works" means that the seller delivers when it places the goods at the disposal of the buyer at the seller's premises or at another named place (i.e., works, factory, warehouse, etc.). The seller does not need to load the goods on any collecting vehicle, nor does it need to clear the goods for export, where such clearance is applicable. (<http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>)

DDP - "Delivered Duty Paid" means that the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities. (<http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>)

2. **Date of delivery:** For all the lots: within 24 hours after reception of the purchase order
3. **Validity of the contract:** **One year (fixed price framework agreements)**
4. **Prices conditions:** Prices can be reviewed on a quarterly basis based on market fluctuations and upon approval of both parties, not exceeding 10% of the original unit price.

GENERAL CONDITIONS:

1. The **closing date** of this tender is fixed on **19/02/2017 at 5.00pm (Iraq time)** in ACTED Iraq office at the following address :
 - **ACTED representative office in Erbil**, IRAQ (6th street (Khabat street) on the right after Ankawa intersection, 1st street on the right, House #: 240/1/467 Hadiyab quarter, Ainkawa, Erbil, Iraq)
 - **ACTED representative office in Dohuk**: Golvin 67 St. Malta Islam Quarter - Dohuk 3rd Street from Malta Hill Traffic Light to **Down Town**
 - **ACTED representative office in Sulaymaniyah**: Sulaymaniyah Pak City - Building B4 Floor 1 - Flat 6
 - **ACTED representative office in Kalar**: Directorate of Gharimyan Education (new building) , Street - Andazyaran - next to Andazyaran Mosque
 - **ACTED representative office in Kut**: 14th street, House #14, Alhora Quarter, Alkut, Wassit, IRAQor emailed to both: iraq.tender@acted.org and tender@acted.org
2. Offers shall be submitted in English
3. Prices should be defined in Iraq Dinar (Mandatory) and US dollars (Optional).
4. Bidders will fill, sign, stamp and return the Offer form according to ACTED's format.
5. Bidders will sign and return all pages of the Product Specifications for which they apply.
6. The offer to the call for tender will not result in the award of a contract.
7. The offer must be submitted to ACTED purchase department in a sealed envelope with the mention **"T/10/FA/FUEL/IRAQ/05022017/001 not to be opened before 19/02/2017"**.
8. Unsealed envelopes and late offers will not be considered.
9. Bidders are allowed to bid for only one lot or more..

SPECIFIC CONDITIONS:

1. The answers to this tender should include the following elements:
 - A written quotation including all the product specifications, the price per unit, technical specifications and unit;
 - The registration paper of the company
 - A certificate of origin;
 - Quality test of the fuel
 - An ID of the legal representative
2. Bidders should have a comprehensive accident insurance package with coverage for Property Liability (other party material costs in case of fault in an accident); Bodily Injury Liability (other party health costs in case of fault in an accident); Personal Injury Protection (Car Passengers and Driver health expenses coverage); Collision (Repairs costs) and Comprehensive (damages other than those related to collision).
3. Certificate of Origin for all the items should be provided upon to ACTED Request at any moment of this contract;
4. Bidders should allow ACTED to perform independent quality checks on samples of fuel at any time upon request and provide its own quality test result on a monthly basis.
5. The transportation cost is expected to cover the delivery of the supply with an appropriate tanker truck



OFFER FORM ACTED IRAQ

Date:

Tender N°: T/10/FA/FUEL/IRAQ/05022017/001

To be Filled by Bidder (COMPULSORY)

Details of Bidding Company:

1. Company Name: (_____)

2. Company Authorized Representative Name: (_____)

3. Company Registration No: (_____)

No/Country/ Ministry

4. Company Specialization: (_____)

5. Mailing Address: (_____)

Country/Governorate./City/St name/Shop-Office No

a. Contact Numbers: (Land Line: _____ / Mobile No: _____)

b. E-mail Address: (_____)

I undersigned _____, agree to provide ACTED, non-profit NGO, with items answering the following specifications, according to the general conditions and responsibilities that I engage myself to follow.



TECHNICAL SPECIFICATION APPLICABLE FOR ALL THE LOTS BELOW:

ITEM 1: KEROSENE

TYPE	2K
COLOR	CLEAR
SAYBOLT NO., MINIMUM	(+16)
SULFUR, % WT., MAX	0.30
DISTILLATION TEM., °C – 10% RECOVERED, MAX	205
DISTILLATION TEM., °C – END POINT, MAX	300
FLASH POINT, °C, MINIMUM	37.7
FREEZING POINT, °C, MINIMUM	-30
VISCOSITY @ 40°C, cSt (MIN-MAX)	1.0 – 1.9
BURNING QUALITY	PASS
CORROSION, COPPER STRIP RATING MAX. (3HRS @ 100°C)	3

ITEM 2: DIESEL

TYPE – WWFC/2013	CATEGORY 1
APPEARANCE	CLEAR AND BRIGHT, NO FREE WATER OR PARTICULATES
CETANE NUMBER	>48.00
CETANE INDEX	>48.00
DENSITY AT 15°C, KG/M ³ (MIN-MAX)	820-840
Viscosity @ 40°C, cSt (MIN-MAX)	2.0-4.5
Sulphur Content, ppm	<2000
Flash Point, °C, MIN	55.00
CARBON RESIDUE	<0.30
WATER, MG/KG	<500
OXIDATION STABILITY (MINUTES)	60
COPPER STRIP CORROSION, %V/V	CLASS 1
ETHANOL/METHANOL	NON-DETECTABLE
ASH, %M/M	<0.01
LUBRICITY (HFRR WEAR SCAR DIA. @ 60°C), MICRON	<460

ITEM 3: GASOLINE

TYPE – WWFC/2013	CATEGORY 1
APPEARANCE	CLEAR AND BRIGHT, NO FREE WATER OR PARTICULATES
RON	>95.0
MON	>85.00
OXIDATION STABILITY (MINUTES)	360
Sulphur Content, ppm	<1000
TRACE METAL	NON-DETECTABLE
OXYGEN CONTENT, %M/M	<2.7
AROMATICS, %V/V	<50.00
BENZENE, %V/V	<5.00
UNWASHED GUMS, MG/100ML	<5.0
DENSITY AT 15°C, KG/M ³ (MIN-MAX)	715-780
COPPER STRIP CORROSION	CLASS 1
FINAL BOILING POINT, °C	<350



PLEASE FILL IN THE FOLLOWING TABLES:

LOT 1: FUEL - ERBIL (FRAMEWORK AGREEMENT)

DESCRIPTION	DELIVERY PLACE/INCOTERM	UNIT	UNIT PRICE IQD (MANDATORY)	UNIT PRICE USD	IS THE FUEL STORED IN THE SAME CITY OF THE LOT?	TOTAL PRICE IQD	TOTAL PRICE USD
KEROSENE	EXW	LITER					
DIESEL	EXW	LITER					
GASOLINE	EXW	LITER					
TRANSPORTATION COST	DDP – ERBIL	LITER					
TOTAL PRICE							

BIDDER'S COMMENTS/REMARKS:

1. _____
2. _____

DELIVERY CONDITIONS GUARANTEED BY THE BIDDER:

1. _____
2. _____

BIDDER'S TERMS AND CONDITIONS:

1. Valid of the offer: _____ (6 months or more)
2. Terms of delivery: _____
3. Terms of payment: _____



LOT 2: FUEL - DOHUK (FRAMEWORK AGREEMENT)

DESCRIPTION	DELIVERY PLACE/INCOTERM	UNIT	UNIT PRICE IQD (MANDATORY)	UNIT PRICE USD	IS THE FUEL STORED IN THE SAME CITY OF THE LOT?	TOTAL PRICE IQD	TOTAL PRICE USD
KEROSENE	EXW	LITER					
DIESEL	EXW	LITER					
GASOLINE	EXW	LITER					
TRANSPORTATION COST	DDP – DOHUK	LITER					
TOTAL PRICE							

BIDDER'S COMMENTS/REMARKS:

- 3. _____
- 4. _____

DELIVERY CONDITIONS GUARANTEED BY THE BIDDER:

- 3. _____
- 4. _____

BIDDER'S TERMS AND CONDITIONS:

- 4. Valid of the offer: _____ (6 months or more)
- 5. Terms of delivery: _____
- 6. Terms of payment: _____



LOT 3: FUEL - KUT (FRAMEWORK AGREEMENT)

DESCRIPTION	DELIVERY PLACE/INCOTERM	UNIT	UNIT PRICE IQD (MANDATORY)	UNIT PRICE USD	IS THE FUEL STORED IN THE SAME CITY OF THE LOT?	TOTAL PRICE IQD	TOTAL PRICE USD
KEROSENE	EXW	LITER					
DIESEL	EXW	LITER					
GASOLINE	EXW	LITER					
TRANSPORTATION COST	DDP – KUT	LITER					
TOTAL PRICE							

BIDDER'S COMMENTS/REMARKS:

- 5. _____
- 6. _____

DELIVERY CONDITIONS GUARANTEED BY THE BIDDER:

- 5. _____
- 6. _____

BIDDER'S TERMS AND CONDITIONS:

- 7. Valid of the offer: _____ (6 months or more)
- 8. Terms of delivery: _____
- 9. Terms of payment: _____



LOT 4: FUEL - SULAYMANIAH (FRAMEWORK AGREEMENT)

DESCRIPTION	DELIVERY PLACE/INCOTERM	UNIT	UNIT PRICE IQD (MANDATORY)	UNIT PRICE USD	IS THE FUEL STORED IN THE SAME CITY OF THE LOT?	TOTAL PRICE IQD	TOTAL PRICE USD
KEROSENE	EXW	LITER					
DIESEL	EXW	LITER					
GASOLINE	EXW	LITER					
TRANSPORTATION COST	DDP – SULAYMANIAH	LITER					
TOTAL PRICE							

BIDDER'S COMMENTS/REMARKS:

- 7. _____
- 8. _____

DELIVERY CONDITIONS GUARANTEED BY THE BIDDER:

- 7. _____
- 8. _____

BIDDER'S TERMS AND CONDITIONS:

- 10. Valid of the offer: _____ (6 months or more)
- 11. Terms of delivery: _____
- 12. Terms of payment: _____



LOT 5: FUEL - KALAR (FRAMEWORK AGREEMENT)

DESCRIPTION	DELIVERY PLACE/INCOTERM	UNIT	UNIT PRICE IQD (MANDATORY)	UNIT PRICE USD	IS THE FUEL STORED IN THE SAME CITY OF THE LOT?	TOTAL PRICE IQD	TOTAL PRICE USD
KEROSENE	EXW	LITER					
DIESEL	EXW	LITER					
GASOLINE	EXW	LITER					
TRANSPORTATION COST	DDP – KALAR	LITER					
TOTAL PRICE							

BIDDER'S COMMENTS/REMARKS:

9. _____
10. _____

DELIVERY CONDITIONS GUARANTEED BY THE BIDDER:

9. _____
10. _____

BIDDER'S TERMS AND CONDITIONS:

13. Valid of the offer: _____ (6 months or more)
14. Terms of delivery: _____
15. Terms of payment: _____



BIDDER'S QUESTIONNAIRE

Date: _____

Tender N°: T/10/FA/FUEL/IRAQ/05022017/001

A. Company Name:

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B. Company Owner(s) / Partners full names: **C. Company Legal Authorized Representative for this Tender:**

<p>1 _____</p> <p>2 _____</p> <p>3 _____</p> <p>4 _____</p>	<p>Complete Name: _____</p> <p>Position in the Company: _____</p> <p>Signature: _____</p>
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D. Additional Information about the Company:

- 1 Official Date of Registration: _____
- 2 Company Type / Profession as per Registration: _____
- 3 Full Name of the Three Company Representatives:

Name	Position	Location	Mobile Number

- 4 Total number of full time employees: _____
- 5 Company Telephone Number: _____
- 6 Company Fax Number: _____
- 7 Email Address: _____
- 8 Have you worked with NGOs before? If Yes, please list them with detailed information:

-
-
-

- 9 Have you worked on similar types of projects before? If Yes, please list them below with detailed information (if needed please provide separate list):

-
-
-

- 10 Bank Accounts:
(Please mention yes or no only)

In [Iraq]	In Europe	Other

E. Past Performances:

1 Contract Award History

Please the last supply contracts awarded by your company since 2011 up to now

No	Project Description	Location	Partner Name	Duration	Project Cost (USD)
1					
2					
3					
4					



5					
2 Company Assets as of January 1st [2016]: <i>Please list your Company main assets (machine, equipment, premises & warehouses, trucks & heavy machines, production center, etc)</i>					
No	Description	Location/Address	Quantity		
1					
2					
3					
4					
5					

I undersigned, certify that I am the designated legal representative of this Company that the information provided above is correct and I am aware of the fact that I will be held responsible for providing false information.

I declare and certify that the information above is true and accurate to the best of my knowledge. I understand and accept any false or inaccurate information may result in the cancellation of any offer made by the Bidder, even if discovered later.

Name _____

Position: _____

Signature & Stamp: _____

Date: _____



BIDDER'S ETHICAL DECLARATION

Date:

Tender N°: T/10/FA/FUEL/IRAQ/05022017/001

Tenderer's name : _____

Tenderer's address : _____

CODE OF CONDUCT:

1. Labour Standards

The labour standards in this code are based on the conventions of the International Labour Organisation (ILO).

- *Employment is freely chosen*

There is no forced, bonded or involuntary prison labour. Workers are not required to lodge 'deposits' or their identity papers with the employer and are free to leave their employer after reasonable notice.

- *Freedom of association and the right to collective bargaining are respected*

Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively. The employer adopts an open attitude towards the legitimate activities of trade unions. Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

- *Working conditions are safe and hygienic*

A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers. Access to clean toilet facilities and potable water and, if appropriate, sanitary facilities for food storage shall be provided. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers. The company observing the standards shall assign responsibility for health and safety to a senior management representative.

- *Child Labour shall not be used*

There shall be no new recruitment of child labour. Companies shall develop or participate in and contribute to policies and programmes, which provide for the transition of any child found to be performing child labour to enable her/him to attend and remain in quality education until no longer a child. Children and young people under 18 years of age shall not be employed at night or in hazardous conditions. These policies and procedures shall conform to the provisions of the relevant International Labour Organisation (ILO) standards.

- *Living wages are paid*



Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks. In any event wages should always be high enough to meet basic needs and to provide some discretionary income. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express and informed permission of the worker concerned. All disciplinary measures should be recorded.

- *Working hours are not excessive*

Working hours comply with national laws and benchmark industry standards, whichever affords greater protection. In any event, workers shall not on a regular basis be required to work in excess of the local legal working hours. Overtime shall be voluntary, shall not exceed local legal limits, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

- *No discrimination is practised*

There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

- *Regular employment is provided*

To every extent possible work performed must be on the basis of a recognised employment relationship established through national law and practice. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

- *No harsh or inhumane treatment is allowed*

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

B. Environmental Standards

Suppliers should as a minimum comply with all statutory and other legal requirements relating to the environmental impacts of their business. Detailed performance standards are a matter for suppliers, but should address at least the following:

- *Waste Management*

Waste is minimised and items recycled whenever this is practicable. Effective controls of waste in respect of ground, air, and water pollution are adopted. In the case of hazardous materials, emergency response plans are in place.

- *Packaging and Paper*

Undue and unnecessary use of materials is avoided, and recycled materials used whenever appropriate.

- *Conservation*



Processes and activities are monitored and modified as necessary to ensure that conservation of scarce resources, including water, flora and fauna and productive land in certain situations.

- *Energy Use*

All production and delivery processes, including the use of heating, ventilation, lighting, IT systems and transportation, are based on the need to maximise efficient energy use and to minimise harmful emissions.

- ***Safety precautions for transport and cargo handling***

All transport and cargo handling processes are based on the need to maximise safety precautions and to minimise potential injuries to ACTED beneficiaries and staff as well as the suppliers's employees or those of its subcontractors.

C. Business Behaviour

The conduct of the supplier should not violate the basic rights of ACTED's beneficiaries.

The supplier should not be engaged

1. in the manufacture of arms
2. in the sale of arms to governments which systematically violate the human rights of their citizens; or where there is internal armed conflict or major tensions; or where the sale of arms may jeopardise regional peace and security.

D. ACTED procurement rules and regulations

Suppliers should comply with ACTED procurement rules and regulations outlines in ACTED Logistics Manual Version 1.2. or above. In particular, ACTED's procurement policy set out in Section 2.1 and 2.4. (contract awarding). By doing so, Suppliers acknowledge that they do not find themselves in any of the situations of exclusion as referred to under section 2.4.2.

Operating Principles

The implementation of the Code of Conduct will be a shared responsibility between ACTED and its suppliers, informed by a number of operating principles, which will be reviewed from time to time.

ACTED will:

1. Assign responsibility for ensuring compliance with the Code of Conduct to a senior manager.
2. Communicate its commitment to the Code of Conduct to employees, supporters and donors, as well as to all suppliers of goods and services.
3. Make appropriate human and financial resources available to meet its stated commitments, including training and guidelines for relevant personnel.
4. Provide guidance and reasonable non-financial support to suppliers who genuinely seek to promote and implement the Code standards in their own business and in the relevant supply chains, within available resources.
5. Adopt appropriate methods and systems for monitoring and verifying the achievement of the standards.
6. Seek to maximise the beneficial effect of the resources available, e.g. by collaborating with other NGOs, and by prioritising the most likely locations of non-compliance.

ACTED expects suppliers to:

1. Accept responsibility for labour and environmental conditions under which products are made and services provided. This includes all work contracted or sub-contracted and that conducted by home or other out-workers.
2. Assign responsibility for implementing the Code of Conduct to a senior manager.



3. Make a written Statement of Intent regarding the company's policy in relation to the Code of Conduct and how it will be implemented, and communicate this to staff and suppliers as well as to ACTED.

Both parties will

1. require the immediate cessation of serious breaches of the Code and, where these persist, terminate the business relationship.
2. Seek to ensure all employees are aware of their rights and involved in the decisions which affect them.
3. Avoid discriminating against enterprises in developing countries.
4. Recognise official regulation and inspection of workplace standards, and the interests of legitimate trades unions and other representative organisations.
5. seek arbitration in the case of unresolved disputes.

Qualifications to the Policy Statement

The humanitarian imperative is paramount. Where speed of deployment is essential in saving lives, ACTED will purchase necessary goods and services from the most appropriate available source.

ACTED can accept neither uncontrolled cost increases nor drops in quality. It accepts appropriate internal costs but will work with suppliers to achieve required ethical standards as far as possible at no increase in cost or decrease in quality.

I undersigned _____, agree to adopt the above Code of Conduct and to commit to comply with the labour and environmental standards specified, both in my own company and those of my suppliers.

E. Relation with Terrorism and Belligerent Forces

Bidder certifies that it has not provided and will not provide material support resources, information or any other means to any individual, association or organization that it knows, or has reason to know, is an individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism within Iraq or abroad. Bidders also commits to not support, advocate or assist any belligerent party that may affect ACTED alignment with humanitarian principles of impartiality and neutrality.

Name & Position of Tenderer's authorized representative _____

Authorized signature _____



BIDDER'S CHECK LIST

Date:

Tender N°: T/10/FA/FUEL/IRAQ/05022017/001

Company:

BEFORE SENDING YOUR BIDDING DOCUMENTS, PLEASE CHECK THAT EACH OF THE FOLLOWING ITEM IS COMPLETE AND RESPECTS THE FOLLOWING CRITERIA :

Description	To be filled in by Bidder		For ACTED use only (to be filled in by Purchase Committee)		Comments
	Included		Present		
	Yes	No	Yes	No	
1. An original and one copy of the bid have been provided (compulsory)					
2. PART 1 (form PRO-05) – Instructions to Bidders is attached, filled, signed and stamped by the supplier. (compulsory)					
3. PART 2 (form PRO-06) – Offer Form is attached, filled, signed and stamped by the supplier. (compulsory)					
4. The prices in the Offer Form are in USD or in IQD (compulsory)					
5. PART 3 (form PRO-06-01) – Bidders Questionnaire Form is attached, filled, signed and stamped by the supplier. (compulsory)					
6. PART 4 – (form PRO-06-02) – Bidder's Ethical Declaration is attached, filled, signed and stamped by the supplier. (compulsory)					
7. The Bidding documents are filled in English.					
8. ANNEXES – Proofs of past performances in a similar field of activity (e.g. past deliveries of similar items) are provided					
9. ANNEXES – A Copy of Company registration documents and license are included					
10. ANNEXES – Color pictures (or samples) of item(s) are included					
11. ANNEXES – ID of legal representative					

Name & Position of Bidder's authorized representative _____

Authorized signature _____