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**DOCUMENTS FOR SRC/TRCS/N° 1/2007 TENDER FOR THE SUPPLY  
OF PETROLEUM PRODUCTS FOR THE RRO OPERATION.**

**REQUEST FOR QUOTATION \_\_\_\_\_ 2**

**GENERAL CONDICITONS. \_\_\_\_\_ 5**

# REQUEST FOR QUOTATION

## TERMS AND CONDITIONS OF THE TENDER

Tanzania Red Cross Society, kindly request your best firm offer in **Tz Shillings**, for the following:

### OBJECT OF THE TENDER:

#### Type.

- Supply of petroleum products for the Refugee Relief Operation, average monthly consumption of 40,000 liters of diesel and 1,000 liters of petrol.
- Validity of the supply from 1<sup>st</sup> of March to 31<sup>st</sup> December 2007.
- Price quotation must be presented in the following format.

#### A. DIESEL: - PRICE PER LITER. DUTY/VAT PAID

	KASULU	NYARUGUSU	LUGUFU	KIGOMA
PRICE PER LITER				
TRANSPORT				
TOTAL PRICE PER LITER DELIVERED				

#### B. PETROL: - PRICE PER LITER. DUTY/VAT PAID

	KASULU	NYARUGUSU	LUGUFU	KIGOMA
PRICE PER LITER				
TRANSPORT				
TOTAL PRICE PER LITER DELIVERED				

#### C. DIESEL: - PRICE PER LITER. DUTY/VAT NOT PAID

	KASULU	NYARUGUSU	LUGUFU	KIGOMA
PRICE PER LITER				
TRANSPORT				
TOTAL PRICE PER LITER DELIVERED				

#### D. PETROL: - PRICE PER LITER. DUTY/VAT NOT PAID

	KASULU	NYARUGUSU	LUGUFU	KIGOMA
PRICE PER LITER				
TRANSPORT				
TOTAL PRICE PER LITER DELIVERED				

Destination.

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- The goods are requested for 4 final destinations (Lugufu, Kasulu, Nyarugusu and Kigoma).
  - The Supplier shall be responsible for transportation of the products to the Buyers storage tanks at the refugee camps and other designated places.
  - The Supplier shall be responsible for supplying and installing storage tanks and dispensing pumps at specified points as may be specified by the Buyer and the identified facilities shall be supplied and serviced on free loan basis.
  - In the event of award the contractors/suppliers should be In a position of supply and install the requisite fuel dispensing facilities including fuel flow meters at the respected locations within the shortest possible notice latest within 10 days of award.

### **Special requirements.**

- As described in the contract attached.

### **AWARD CRITERIA.**

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- The award criteria will be best price quality ratio, for which the tender committee will take into account at least the following criteria: price, quality, compliance with the requisites, capacity of the company to perform the supply. The lowest bid needs not to be accepted.
- TRCS reserves the right of not accepting any of the offers.

It will be an added advantage:

- Proven past experience and capability to deliver in remote locations.
- Evidence to prove capability to supply and deliver on short notice.
- Previous work experience with humanitarian organisations.

### **EXCLUSION CRITERIA.**

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The Tender Committee will exclude from participation in the procurement procedure tenderers falling into any of the following cases:

- They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- They have been convicted of an offence concerning their professional conduct by a judgement that has the force of res judicata.
- They have been guilty of grave professional misconduct proven by any means that the contracting authority can justify.
- They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed.
- They have been the subject of a judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- Following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Candidates or tenderers must certify by any relevant means that they are not in one of the situations listed above.

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## CONDITIONS FOR SUBMISSION OF THE OFFERS.

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### Submission:

- All bids must be in one original and two copies enclosed in a plain sealed envelope clearly marked "Tender for the supply of Petroleum Products, Ref TRCS/SRC/ Tender 1 of 2007 and properly addressed to the Secretary General, Tanzanian Red Cross Society P.O Box 1133-Dar es Salaam Tanzania. All bids must be delivered in person, by courier or sent by registered mail as to reach The Secretary General Tanzania Red Cross, before the deadline for submission of bids.
- Offer should be submitted in English
- Offers must be received latest Friday 09<sup>th</sup> Feb of 2007 before 12:00 noon, local Tanzanian time at the above mentioned office at the Tanzania Red Cross Society.
- Bids will be opened in public in front of the representatives who choose to attend the 12<sup>th</sup> Feb of 2007 at 12:00 noon, local Tanzanian time at the Tanzania Red Cross Society.

### Validity:

- Your offer must remain valid until 1<sup>st</sup> of March of 2007 before which a Contract, if placed should be accepted by you.

### General Terms and Conditions

- As described in the contract attached.

### OTHERS:

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- For details further information visit our web site: <http://www.cuzroja.es> then click **acción internacional**, then click **licitaciones**.
- The TRCS reserves the right to establish a period for the completion of the information and requisites for the tenders in case of need.

N.B. Kindly submit your best firm offers as negotiation will not be entered into.

Tanzania Red Cross Society

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## GENERAL CONDITIONS. FUEL SUPPLY AGREEMENT

This Fuel Supply Agreement dated ..

**between**

TANZANIA RED CROSS SOCIETY - REFUGEE RELIEF OPERATION (RRO) of P.O. Box 1133, Dar es Salaam (hereinafter referred to as the "Buyer which expression shall where the context so admits include its successors in title and assigns)-on the one part;

**and**

, (hereinafter referred to as the "Supplier" which expression shall where the context so admits include its successors in title and assigns) on the other part.

### **WHEREAS:**

- A. The Buyer is caring on refugee relief operations in Kigoma region and has an office in Kigoma that takes care of its operations in Kigoma Town and in Lugufu and Kasulu (Ngaraganza) and Nyarugusu refugee camps.
- B. The Supplier is supplying petrol, diesel and related products in Kigoma region.
- C. The Buyer has an average monthly consumption of 40,000 liters of diesel and 1,000 liters of petrol. This average could vary depending on the situation, in the Refugee camps. In this case the buyer will not bear any responsibility.

### **NOW THIS AGREEMENT WITNESSETH as follows:**

1. The supplier shall supply and deliver on demand Petroleum Products as per the Buyer's orders. The Buyers shall avail to the Supplier details pertaining to actual requirements and delivery schedule of the Petroleum Products. Regular supplies shall be executed on the basis of Local Purchase Orders duly signed and stamped by the Buyer's Project Manager based at Kigoma office. The Buyer shall supply the Supplier with samples of authorized signatures of the Buyer's officers authorized to sign the LPOs.
2. The Supplier shall be responsible for transportation of the products to the Buyers storage tanks at the refugee camps and other designated places
3. The Buyer shall present Local Purchase Orders duly signed by authorized officers to the Suppliers for the required products. The Buyer shall present specimen signatures of the officers authorized to sign LPO to the Supplier.
4. The Supplier shall supply the products ordered at the agreed price in TShs. per liter of diesel and per litres of petrol VAT exclusive, agreed prices shall remain fixed (unchanged) during the contract period subject to fluctuations on International Market price level and the subsequent Governmental price adjustments.
5. The prices quoted above are inclusive of transports confirmed by the Supplier's quotation with reference No....
6. In event the Buyer is able to secure tax exemptions for import duty and excise duty from the Tanzania Revenue Authority (TRA) the applicable tax amount per litre shall be deducted from the above quoted prices. The buyer shall be responsible for securing exemptions from TRA on and furnish the Supplier with the exemption documents.

7. The contract shall have duration of ten months from 1<sup>st</sup> of March to 31<sup>st</sup> December 2007 with an option of renewal by the parties.
8. The quality of petroleum products to be supplied by the Supplier should conform to the standards set by the Government of Tanzania as may be verified by relevant local and International Authorities.
9. The Supplier shall be responsible for supplying and installing storage tanks and dispensing pumps at specified points as may be specified by the Buyer and the identified facilities shall be supplied and serviced on free loan basis.
10. The Supplier shall deliver the products into storage facilities at the Buyer's sites and camps and at the time of delivery of the products the Buyer shall accept delivery by signing Good Delivery Notes provided by the Supplier.
11. The Supplier shall always deliver Petroleum Products at least within seven days after date of order (L.P.O.) Failure of which may attract termination of the contract and related penalty.
12. The Supplier shall at the end of every month present copies of the Goods Received Notes, with respective invoice for supplies of the month to the Buyer for payment and the Buyer shall settle the invoice by way of a crossed cheque within fifteen working days from the receipt of the invoice.
13. The Supplier shall supply fuel consignments in accordance with the prevailing Tanzania Government laws and regulations in respect to the supply and transport of petroleum products. The Buyer shall reserve the right to cancel whole or part of this supply contract in the event that the "Supplier" is evidently found to be contravening the existing mentioned laws and regulations.
14. Neither party shall be liable to the other for the failure to perform its obligation hereunder except payment of monies due where failure is due to Acts of God, war or warlike action, civil war, insurrections or riots, fire floods, explosions, earthquakes, epidemics or quarantine restriction, any act of government, governmental order priorities or regulations affecting materials, facilities or interruption of service and conditions beyond the party's reasonable control.
15. Notwithstanding the foregoing, the Buyer shall not be excused from making all payments due before the occurrence of the force majeure event and the Supplier will be excused from performing its obligation under this agreement during but not before the occurrence of such force majeure event.
16. Nothing contained in this contract shall be deemed a waiver, express or implied of any immunity from suit or legal process or any privilege, exemption or other immunity enjoyed or which may be enjoyed by the Buyer.
17. Any amendments or changes to the above conditions and stipulations are valid only when put in writing and consented by both parties.
18. Either party shall be at liberty to determine this agreement without prejudice to the rights of the parties under this agreement by giving a one month written notice to the other party.
19. This contract shall be governed by the laws of the United Republic of Tanzania.
20. The contractor will facilitate access to its financial and accounting documents for the purposes of checks and audits to the Commission; the European Anti-Fraud Office and the Court of Auditors.