



# **Tender for the Supply of Liquefied Petroleum Gas and Associated Household Cooking Settings in Waing Maw IDP Camps**

for the period

**9 July 2020 – 9 December 2020**

23 May 2020

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## **Introduction**

Spectrum- Sustainable Development Knowledge Network (hereinafter referred to as “Spectrum”) is a national non-governmental organization implementing a project named “Facilitating LPG fuel transitioning in crises: Development of Myanmar for public private partnership on LPG supply logistics to camps and resettlement sites” to replace firewood and charcoal with LPG as an improved cooking fuel for people staying in IDP camps in the Kachin State. This project is funded with UK aid from the UK government via the Humanitarian Assistance and Resilience Programme Facility (hereinafter referred to as “HARP-F”).

As a critical part of the project, we are now requesting proposals from LPG businesses operating in Myanmar for LPG supply for 5 months and relevant equipment necessary for LPG household cooking setups for 50 households, in total, in 2 IDP camps- Maina Catholic Church and Maina KBC camps in the Waing Maw Township, Kachin State. Based on the results of supply in the first 2 months, the supply may be expanded into total 100 households in these 2 camps for the latter 2.5 months of the supply period.

Businesses bidding are expected to have high quality business reputation along with impeccable safety record and ideally have experience of business operation within a humanitarian context. The selected business will have an excellent opportunity and is expected to present the experience and lesson learnt from this IDP camp fuel supply tender at the National Conference for LPG conversion, tentatively planned for November 2020, to help formulate the National LPG Conversion Framework for humanitarian situations. Spectrum is aiming to help this untapped LPG market to be sustainable and grow further beyond the support from this project period, together with the selected business along with other suppliers, IDP populations and funders.

## **A. INSTRUCTION TO BIDDERS**

### **SUPPLY OF LIQUEFIED PETROLEUM GAS (LPG) AND EQUIPMENT FOR THE PERIOD 9 JULY 2020 TO 9 DECEMBER 2020**

#### **1. Invitation**

Spectrum invites bids by open advertised bidding method **for the supply of 15 kg (+/- 10%) of Liquefied Petroleum Gas (LPG)** per household per month for **50 households** for the period **9 July 2020 to 9 December 2020**, and **50 sets** of relevant equipment for a typical household LPG cooking setup such as **15 kg LPG steel cylinder, 1.5m hose, regulator and single burner** to be distributed to these households, along with safety training, by 8 July 2020.

The successful bidder will supply the specified amount of LPG to 25 households in Maina KBC camp and 25 households in Maina KMSS Camp in Waing Maw (total 50 households in 2 camps) once every month from 9 July 2020 to 9 December 2020, as well as 25 aforementioned LPG cooking setups for each camp by 8 July 2020. List of households who will receive sets of equipment and regular supply for the period will be ready for successful bidder before supply. Based on the results of supply in the first 2 months, the supply may be expanded into total 100 households in these 2 camps for the latter 2.5 months of the supply period.

The total bid amount must include transportation costs over 5 months- once every month for switching LPG cylinder for refill (if required), any reinstallation work during LPG cylinder switch, regular maintenance, troubleshooting as needed by end-users and one safety training demonstration (most likely together with Spectrum, but to be finalized) before the supply. We strongly encourage bidders to consider to contribute as “in-kind” for intangible cost items such as troubleshooting, maintenance and safety training demonstration for bid competitiveness as well as stimulating the untapped market for the future potential growth.

#### **2. Bidding Document**

The set of bidding document consists of the following:

- A. Instructions to Bidders;
- B. Bid Form

#### **Annexes**

- Annex I - Company Profile
- Annex II - UN Fact Finding Exclusion Business List

Annex III - Crown Agents Ethical Code for Business Partners

Annex IV - Bid Submission Checklist

### 3. Submission of Bids

3.1 Prospective bidders are required to send their bid:

On-line through the following secured email address in PDF format at latest by **Monday 8 June 2020, at 12 noon latest** (Standard Myanmar Time) on the following email addresses: [spectrum.adm@gmail.com](mailto:spectrum.adm@gmail.com) and cc: [thetkawhtwe.spectrum@gmail.com](mailto:thetkawhtwe.spectrum@gmail.com),

3.2 Offers received on an email address other than the one listed above or in a different format other than PDF **will NOT** be considered. Offers received later than the deadline **will NOT** be considered.

3.3 Bids and all related correspondence as well as supporting documents furnished by the bidder shall either be in **English** or **Burmese**.

3.4 The Bid shall comprise documents as listed in the Bid Submission Checklist as at **Annex IV**.

### 4. Validity of Bid

The Bidder shall indicate that it is a firm offer and that the offer shall remain valid up to and including **Friday 24 July 2020**.

### 5. Clarification of Bid document

A prospective Bidder requiring any clarification on the Bidding Document shall contact in writing to the following email address:

**E-mail address: [spectrum.adm@gmail.com](mailto:spectrum.adm@gmail.com)**

Requests for Clarifications should be made by **Friday 29 May 2020** and responses from Spectrum will be provided by **Tuesday 2 June 2020**. All prospective bidders will be provided with clarifications, regardless of whom made the requests for clarifications.

*Please note for the transparency and record-keeping purposes, clarifications sought through phone call or in-person **will NOT** be entertained.*

### 6. Closing date and time for submission of bids:

**Monday 8 June 2020 up to 12:00 Midday (Standard Myanmar Time)** at latest. Early submissions are strongly encouraged due to the short period for subsequent selection and negotiation phases.

## 7. Evaluation and Selection of Bids

7.1 Followings are non-negotiable criteria and bidders found to be in breach of any one or more than of them will be excluded from the bid evaluation process immediately with no chance of being undergone through the grievance processes.

- a) Bidding businesses must have necessary permits and licenses from the Myanmar Government (including but not limited to, Myanmar Petrochemical Enterprise, Fire Services Department) required to legally operate in Myanmar and in proposed locations.
- b) Bidding businesses must be clear of restriction/ban/blacklist to supply LPG to Myitkyina and Waing Maw IDP Camps and other areas in Myanmar for transportation and other required activities necessary for such supplies.
- c) Bidding businesses, including their subsidiaries and related businesses, must be cleared from the list of businesses indicated in Annex II.
- d) Bidding businesses, including their subsidiaries and related businesses, must be cleared from the UK Government's Financial Sanctions List, as indicated in Annex VI and updated as from <https://www.gov.uk/financial-sanctions>.
- e) Bidding businesses must agree to "Crown Agents Ethical Code for Business Partners" (Annex III).
- f) Bidding businesses must declare "conflict of interest", if the management or persons involved in preparation of bidding from bidder side have immediate family members working in Spectrum and HARP-F who will form the selection panel. Failing to do will result in immediate exclusion from bid evaluation and cancelation of contract with no liability incurred to HARP-F and Spectrum, even if the bid were to be accepted.

7.2 Bids will be assessed and graded based on following criteria:

No.	Criteria	Weighing
1.	Offered price for the whole package (tangibles such as equipment and LPG supply for 5 months as well as intangibles such as routine check, maintenance, troubleshooting, safety training, transportation and replacement)	30%
2.	Safety ratings of proposed cylinders, regulators, burners proposed	15%
3.	Overall safety history and record of operation	15%
4.	Reliable supply for the whole duration of six month (as well as thereafter) without disruption	10%
5.	Installation, maintenance and regular troubleshooting capability	10%
6.	Assessment of safety of operation in refilling/distribution center in Myitkyina or Waing Maw by physical inspection (for businesses without physical center in Myitkyina or Waing Maw, safe transportation plan and preparations for achievement will be assessed instead)	10%
7.	Experience of working in the Myanmar LPG industry and reputation	5%

8.	Anticipated flexibility based on proposal, in co-operating with Spectrum in supplying to LPG to IDP camps, considering the unpredictable nature of such settings and willingness and capability to contribute lesson-learned and knowledge at the National Conference in Nay Pyi Taw, tentatively planned to be held in November 2020.	5%
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## 8. Notification of result on the procurement and grievance mechanisms

- 8.1 Bid evaluation will be based on selection criteria as described in 7. Notification of the result of each bid will be notified by email latest by **5 pm of 15<sup>th</sup> June 2020**.
- 8.2 Clarification on the bid evaluation scoring for bidders who would like to submit written grievances should be via email to [spectrum.adm@gmail.com](mailto:spectrum.adm@gmail.com) within by **9 am of 19<sup>th</sup> June 2020**.
- 8.3 Bid evaluation committee then will review and respond to the grievances within one week of receiving such grievances.
- 8.4 Decision on grievances will then be final and not be subject to further considerations.

## 9. Bid Form

- 9.1 Bids shall be made **strictly** in the format of, and in accordance with the Bid Form provided at section B of the Bidding document (Bid Form). Bidder should insert the figures and words in the space provided.
- 9.2 Bids shall be signed by a person or persons duly authorized and with enclosed authority to bind the company. Bidder should therefore submit a document (together with its bid) indicating that the person or persons signing the bid is duly authorized to bind the bidder.
- 9.3 The completed Bid Form shall be without alterations, interlineations or erasures.
- 9.4 Bid forms shall be rejected in case prices are unclear and/or ambiguous. Where the amounts as specified in figures do not tally with the amounts specified in words, the amounts specified in words shall prevail.

## 10. Responsiveness of Bids

Bids shall be fully responsive to all mandatory requirements of the Bidding document without material deviation, reservation or omission.

## 11. Company Profile

The Bidder shall submit with his offer a Company Profile at **Annex I**.

## **12. Contract Agreement**

Unless and until a formal Agreement is prepared and executed, the terms and conditions of the bidding document as agreed together with its written acceptance thereof by the selected bidder shall constitute a binding contract between the selected Bidder and the Buyer and shall be deemed to all intents and purposes to constitute the contract Agreement. The violation of any condition in any manner whatsoever may lead to the termination of the Agreement.

## **13. Award of Contract**

13.1 Spectrum shall award the contract to the successful bidder. The unsuccessful bidders will be informed of the outcome of the exercise as per 8.

13.2 Spectrum reserves the right:

- i) to accept or reject any bid;
- ii) to split the contract;
- iii) to annul the bidding process and reject all bids at any time prior to award of contract without incurring any liability to the bidder; and
- iv) not to give any reason for annulment of the bidding process.

## **14. Conduct of bidders and suppliers**

- (1) A bidder or a supplier shall not engage in or abet any corrupt or fraudulent practice, including the offering or giving, directly or indirectly of improper inducements, in order to influence a procurement process or the execution of a contract, including interference in the ability of competing bidders to participate in procurement proceedings.
- (2) A bidder or a supplier shall not engage in any coercive practice threatening to harm, directly or indirectly, any person or his property to influence his participation in a procurement process or affect the execution of a contract.
- (3) A bidder shall not engage in collusion, before or after a bid submission, designed to allocate procurement contracts among bidders, establish bid prices at artificial non-competitive levels or otherwise deprive a public body of the benefit of free and open competition.
- (4) A bidder or subsequent successful bidder must agree to "Crown Agents Ethical Code for Business Partners" (Annex III).
- (5) Spectrum shall reject a bid if the bidder breaches subsection (4) and promptly notify the rejection to the bidder concerned.



- (6) Spectrum shall cancel the contract without any legal liability incurred if the supplier breaches subsection (4) and promptly notify the cancellation to the supplier concerned.

## 15. Force Majeure

- (a) Spectrum shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- (b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of Spectrum. Such events may include, but not be limited to, acts of Spectrum in its sovereign capacity, wars or revolutions, fires, floods, epidemics and quarantine restrictions.
- (c) The same shall apply from the supplier side for the purpose of invoking the "force Majeure" clause.
- (d) If a Force Majeure situation arises, the affected party shall promptly notify the other party in writing of such condition and the cause thereof. Unless otherwise directed by the affected party in writing, the affected party shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (d) Force Majeure shall not include any event which would give rise to an increase in the premium. Such premium shall remain fixed for the entire period of supply.

## 16. Governing Law

Laws of the Republic of the Union of Myanmar shall be used for interpreting the Agreement and for resolving all claims or disputes arising out of or in connection with this Agreement, its validity, interpretation and performance, ***whether based in contract in tort or on any legal doctrine.***

## 17. Confidentiality

The parties agree to maintain any and all confidential information acquired, gained or otherwise received by either party, which are not publicly available or accessible, in strict confidence and not to disclose any such confidential information to any third party without prior written consent of the other party.

## B. BID FORM

Date :  
.....

Executive Director  
Spectrum- Sustainable Development Knowledge Network  
9C, Myaynigone Plaza  
Sanchaung Township, Yangon  
Myanmar.

Dear Sir,

Having examined the Bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **of 15 kg (+/- 10%) of Liquefied Petroleum Gas (LPG)** per household per month for **50 households (25 households each in WaingMaw KBC IDP Camp and WaingMaw Catholic Church IDP Camp)** for the period **9 July 2020 to 9 December 2020**, and **50 sets** of relevant equipment for a typical household LPG cooking setup such as **15 kg LPG steel cylinder, 1.5m hose, regulator, single burner and safety trainings** by 8 July 2020, in conformity with the said Bidding document for the total quantity at the sums as may be ascertained in accordance with the schedule of prices quoted herewith and made part of this Bid.

The prices shall be stated as follows:

Product	Quantity in kg per household per month for 50 households for 5 months and 50 sets of household LPG cooking setup as above	Total price offered in Myanmar Kyat including cost items as described in clauses 1 and 7 of tender document
LPG mix and LPG household cooking setups	15 +/- 10% at buyer's option (LPG) (by 8 July for cooking setups, 9 July 2020 to 9 December 2020 for LPG)	----- (Figures) ----- (In Words)

## Detailed Cost Breakdown

No.	Product/Service	Quantity	One-off cost	Per month cost	5 month cost
1.	LPG mix	15 kg (+/-10%) per household for 50 households per month			
2.	15 kg LPG Cylinder	50			
3.	1.5 m hose	50			
4.	Regulator	50			
5.	Single burner	50			
6.	One-time delivery of items 2,3, 4 and 5 before 8 <sup>th</sup> July, 2020	1			
7.	Safety training demonstrations at each camp (Maina KBC and Maina Catholic Church) before 8 <sup>th</sup> July, 2020	2			
8.	Transportation of LPG mix to Maina KBC and Maina Catholic Church Camps to replace used cylinders with refilled ones	One per month			
9.	Troubleshooting and maintenance requested by customers as necessary	As necessary			
10.	Participation at Naypyitaw National Conference for sharing experience of supplying to two camps	1			
	Grand total Cost				
Optional	LPG Mix and items 2,3,4 and 5 (upon the decision of Spectrum and HARP-F to increase the number of supplied households based on results of first 2 month of supply)	15 kg (+/-10%) and items 2,3,4 and 5 per household for additional 50 households for additional 2.5 months			

We agree to abide by this Bid up to and including **Friday 24 July 2020** and it shall remain binding upon us at any time before the expiration of that period. We agree and confirm our capability to supply additional 50 more households in these two camps at the later 2.5 months of the supply period, if Spectrum and HARP-F decided to do so, on the basis of price quotations supplied in this bid form.

We agree to accept terms and conditions of clauses as stipulated in the tender document.

Until a formal contract is prepared and executed, this Bid together with your notification of award and your written acceptance thereof shall constitute a binding contract between us.

We understand that you reserve the right to:

- (a) accept or reject any bid
- (b) split the contract; and
- (c) annul the bidding process and reject all bids at any time prior to award of contract, without incurring any liability to the bidder.

Dated this ..... day of .....

.....

**(Name)**

**(Signature)**

**(in the capacity of)**

.....

**(Name)**

**(Signature)**

**(in the capacity of)**

.....

**(Company)**

**(Company Seal)**

Only person/persons authorised to sign Bid for and on behalf of .....

Name of Company : .....

Full Address : .....

Tel No. : .....

Fax No. : .....

Email Address : .....

Website : .....

Mobile No. :

.....

## Annex I: COMPANY PROFILE

1. Company Name : .....

2. (a) Address : .....  
.....

(b) Tel. No(s)

Fax No(s)

.....

.....

E-Mail Address

Web-site

.....

.....

3. Name and designation of the person(s) authorised to enter into an agreement on behalf of the applicant and to otherwise represent the applicant in dealings with Spectrum

.....

.....

4. Experience in Supply of LPG Mix

(a) **Whether** (i) activities extend from upstream to downstream

.....

.....

(b) ***If upstream indicate***

- (i) Location of Plant(s) .....
- (ii) Installed capacity .....
- (iii) Annual Production during last three years:

<u>Year</u>	<u>Production</u>
.....	.....
.....	.....
.....	.....

(c) ***Indicate facilities available to your company for shipment (Give details).***

.....

.....

.....

5. (a) ***Annual Import Turnover for last three years*** (for LPG)

<u>Year</u>	<u>Quantity</u>	<u>Value</u>	<u>Three Major Destinations</u>
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

(b) Indicate the names of the 5 major customers by value of sales for the last three years. **(PLEASE ATTACH YOUR LIST)**

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.....

.....

## 6. Please list any safety incidences in your facilities (both downstream and upstream, if applicable) the last 5 years. Please indicate as transparent as possible since your lists will be cross-checked with other reliable external sources.

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## Annex IV: Bid Submission Checklist

**Bid Reference No.:**

Description	Attached (please tick if submitted and cross if not)
Signed Bid Form (completed with all blanks and detailed cost breakdown)	
<b>Eligibility evidence</b>	
(i) Company profile, Past Experience and References where similar services have been provided (as per format at Annex I)	
(ii) Checking of bided businesses to be clear from Annex II list	
(iii) Acceptance of Crown Agents Ethical Code for Business Partners (Annex III)	

Name of Bidder(s):			
Contact Person:		Phone Number:	
Signature of authorised signatory:			
Company Seal			