

# Tender Dossier



This tender is from the International NGO Tearfund, any questions please contact us at:

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<b>Date of Tender:</b>	September 29, 2017	<b>Tender ref no:</b>	
<b>Final date to respond to Tender:</b>	October 13, 2017 @ 1700hrs		PR-2017-0635 & 0649 (Juba)

## Instructions to suppliers

Dear Supplier,

If you are interested in this tender please do the following:

1. Read the Tender specification on this page and the evaluation criteria (including the Ethical Code of Conduct)
2. Read the Terms and Conditions of the Contract
3. Prepare your Tender Offer
4. Complete the **Supplier Form** and include all the information requested.
5. Put your all your Tender information in a **closed envelope** and return to the Tearfund office by the final date. Tearfund will provide you with a receipt.

How does Tearfund decide who wins the Contract?

1. Tearfund holds an Evaluation Committee made up of at least 3 members
2. Tearfund evaluates Tender responses on the evaluation criteria set out below. If Tearfund has previous history with the supplier, this will be taken into
3. Tearfund also considers the ethical policy and practice of the supplier, see Ethical Code of Conduct below
4. The successful supplier is contacted and a contract is signed
5. The unsuccessful suppliers will also be notified

## TENDER SPECIFICATIONS

Item no	Tearfund Purchase Request number	Item description	Unit	Quantity
1	PR-2017-0635 (Juba)	Physical Transfer of cash (USD) From Tearfund Bank accounts in Juba to Tearfund field locations in <b>Yuai, Motot, Piere in Uror County, Mabior in Twic East County, Pochalla and Aweil</b> for the Purposes of paying salaries to Tearfund staff, stocking field locations and supporting the payment of cash to Tearfund beneficiaries and vendors.	Percentage and/or flat rate	1
2	PR-2017-0649 (Juba)	Physical Transfer of cash (SSP) From Tearfund Bank accounts in Juba to Tearfund field locations in <b>Yuai, Motot, Piere in Uror County, Mabior in Twic East County, Pochalla and Aweil</b> for the Purposes of paying salaries to Tearfund staff, stocking field locations and supporting the payment of cash to Tearfund beneficiaries and vendors.	Percentage and/or flat rate	1
3	PR-2017-0635 (Juba)	Physical Transfer of cash (USD) From Tearfund Bank accounts in Juba to Tearfund locations in <b>Juba</b> or the purpose of supporting the payment of cash to Tearfund beneficiaries.	Percentage and/or flat rate	1
4	PR-2017-0649 (Juba)	Physical Transfer of cash (SSP) From Tearfund Bank accounts in Juba to Tearfund locations in <b>Juba</b> or the purpose of supporting the payment of cash to Tearfund beneficiaries.	Percentage and/or flat rate	1

Delivery information:

<b>Delivery address:</b>	The Physical delivery of Cash shall be to selected locations in Yuai, Motot, Piere, Aweil, Pochalla in Uror County, Mabior in
<b>Delivery date:</b>	The required delivery date(s) shall be communicated on a Purchase order
<b>Transport requirement:</b>	<i>booking assistance for locations only accessible by UNHAS flights)</i>
<b>Packaging requirement:</b>	Where necessary, the service provider shall package the cash as per instructions communicated via Purchase Order (For
<b>Labelling requirement:</b>	Where necessary, labelling instructions shall be communicated via Purchase Order
<b>Quality Requirements:</b>	N/A
<b>Sampling or inspection Requirements:</b>	The service provider shall allow for inspection of the cash they are to carry upon request. Where the government or a

## EVALUATION CRITERIA

Tearfund will conduct a Tender Evaluation Committee wherein the following criteria will be used to judge your submission against the other qualifying submissions

<b>Quality</b>
The vendor's submission will be judged on how it demonstrates its ability to provide the services requested.
The vendor's submission will be judged on its experience having undertaken similar activities with Tearfund and other NGOs. (References will be checked)
The vendor should provide evidence that it is registered in South Sudan and has an operating licence to undertake the services in this tender. (Failure to provide this)
The service provider should provide a copy of their ethical policy
The service provider should provide a copy of their environmental policy
<b>Timing</b>
The vendor's submission will be judged on the amount of notice needed before the required services can be undertaken.
<b>Cost</b>
The vendor's submission will be judged on the cost and the pricing mechanism quoted for the requested services. (Costs may be quoted in terms of a flat rate per

A copy of our ethical code of conduct for suppliers. Please read.

### Code of Conduct for Suppliers

Suppliers adopting this Code of Conduct should commit to continuous improvement towards compliance with the labour and environmental standards specified, both in their own companies and those of their suppliers.

#### a) 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, whichever is higher. 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 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, 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.

## **c) Business behaviour**

The conduct of the supplier should not violate the basic rights of Tearfund's intended 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.
3. in corrupt, fraudulent, collusive and/or coercive practices

## **ECHO Principles**

The EC or persons mandated by the EC have the right to access all documentation held by both Tearfund and the supplier to verify that the correct procedures have been followed.

Suppliers will be excluded from participation in a procurement procedure if:

- a) 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 similar procedure provided for in national legislation or regulations.
- b) they have been convicted or an offence concerning their professional conduct by a judgment which has the force of res judicata.
- c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify.
- d) 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.
- e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any illegal activity detrimental to the Communities financial interests.
- f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach for failure to comply with their contractual obligations.

A contract shall not be awarded to candidates or tenderers who, during the procurement procedure for this contract:

- a) are subject to a conflict of interest
- b) are guilty of a misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information.
- a) find themselves in one of the situations of exclusion for this procurement procedure as listed above.

# TEARFUND

Tender Dossier ref no: PR-2017-0635 & 0649

## Terms and Conditions

Article 1	Parties	The contract will be between Tearfund South Sudan, hereafter known as "Tearfund" and the successful bidder, hereafter known as "supplier".
Article 2	Contract period	The Contract shall run for a period of one year with possibility of extension for another one year. This shall be subject to satisfactory performance
Article 3	General terms	The supplier will provide all supplies/services/works specified in this contract, at the prices specified in the bid for the contract period indicated above, following the contract signing date.
Article 4	General obligations	The supplier shall perform the contract with due care and diligence. The supplier shall respect and abide by all the laws and regulations in force in South Sudan The supplier shall treat all documents and information received in connection with the contract as private and confidential.
Article 5	Payment terms	Supplier to submit an invoice with, a copy of the purchase order as well as a delivery note signed by an appointed Tearfund staff in the location where the activity took place. Payment shall be effected within 30 days after the invoice is received.
Article 6	Payment method	Payment will be made in cheque or by bank transfer in United States Dollars.
Article 7	Transport	<b><i>Transport terms to be agreed based on the details of the supplier's successful tender bid.</i></b>
Article 8	Delivery location	The cash shall be delivered to Yuai, Motot, Piere in Urur County, Mabior in Twic East County, Pochalla and Aweil. A purchase order with delivery instructions will be issued indicating the specific location where the cash shall be delivered.
Article 9	Delivery schedule	Delivery schedule to be set as per Purchase Order requirements.
Article 10	Packaging / labeling requirement	For the cases of payment to Tearfund staff or individual beneficiaries, the service provider shall ensure that each individual person's amount is packed in an envelope with financial figures being provided by Tearfund. The name of ther staff member or beneficiary and the amount of the cash in the envelope should be clearly indicated on the outside of the envelope. Cash for other Purposes shall be packed according to denominations in bundles of 1,000 SSP and 1000 USD
Article 11	n/a	n/a
Article 12	Documentation required	Copy of Purchase Order, Service Invoice, Delivery Note signed by beneficiaries or Tearfund staff, Cash Receipt note and a signed copy of a salary receipt form (in the case of salary payments) should be provided as documentation proving the completion of a service request before any payment will be made.
Article 13	Liquidated damages clauses	In the event of the supplier's failure to adhere to the terms of the agreement: - A reduction in payment in the amount of 1% will be levied for each day of delay beyond the lead time specified in the agreement. - Mutilated notes shall be replaced with notes in good condition. - Supplying of counterfeit cash is grounds for immediate cancellation of the agreement. Any legal ramifications arising from the use of counterfeit currency are the sole responsibility of the supplier and Tearfund will not take responsibility in any way.
Article 14	Termination of the contract	Either party may cancell this agreement after 7 days from presneting written intention to cancel to the other party. The following are grounds for breach of contract proceedings and will lead to immiedate cancellation of the agreement. (This does not represent an exhaustive listing of instances of breach of contract. Other cases of breach will also result in immediate cancellation of the agreement.) - the supplier substantially fails to perform his obligations under this contract - the supplier fails to comply within a reasonable time with a notice given by the Tearfund requiring him to perform his obligations under the contract which seriously affects the proper and timely performance of the work - the supplier assigns the contract or subcontracts without the authorisation of Tearfund - Tearfund discovers that the supplier has infringed its duty to the non-exploitation of child labour and the respect of basic social rights and working conditions.

Tender Dossier ref no:



**Supplier Form - Complete and submit with your Tender**

<b>Supplier name:</b>	
<b>Contact person:</b>	
<b>Office address:</b>	
<b>Telephone number:</b>	
<b>Fax number:</b>	
<b>Email address:</b>	

**Supplier declaration**

YES	NO	I certify that I am the official representative of the company named above.
YES	NO	I have given Tearfund a copy of our company's registration document
YES	NO	I have read and understood all the requirements of Tearfund's Tender.
YES	NO	I have read the ethical code of conduct and confirm that my company meets the requirements
YES	NO	If an ECHO contract - I have read and understood the ECHO conditions for this contract
YES	NO	I agree with Tearfund's Terms and Conditions If NO, I will provide Tearfund a copy of my Terms and Conditions

**Signature**

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**Date**

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**Company Stamp**

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