

Tender Dossier

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

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Date of Tender Launch:	September 26, 2017	Tender ref no:
Final date to respond to Tender:	October 23, 2017 @ 0800 South Sudan local time (EXTENDED)	PR-2017-0652 (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 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.
5. **TEARFUND RESERVES THE RIGHT TO AWARD CONTRACTS BASED ON THIS TENDER TO ONE OR TO A COMBINATION OF VENDORS AT ITS SOLE DISCRETION.**

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 consideration.
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 SPECIFICATION

Item no	Tearfund Purchase Request number	Item description	Unit	Quantity
Provision of Internet service for various Tearfund offices in South Sudan. Please provide quotations for each location/package combination listed in the items below.				
For each combination 1-13, provide a description of the speeds that can be expected at various times. For example, how often and at what times of the day (peak vs. off peak with corresponding times) should the full explicit contracted speed be seen on a 1:10 shared link? ...1:4 shared link? ...1:1 dedicated link?				
1	PR-2017-0652(JUBA)	Tearfund-Juba Office. Internet Service for Bandwidth of 512kbps up /2048kbps down 1:1 dedicated	Months	12
2	PR-2017-0652(JUBA)	Tearfund-Juba Office Internet Service for bandwidth of 768kbps up /2.5mbps down 1:1 dedicated	Months	12
3	PR-2017-0652(JUBA)	Tearfund-Juba Office Internet Service for bandwidth of 768kbps up /3mbps down 1:1 dedicated	Months	12
4	PR-2017-0652(JUBA)	Tearfund-Twic East Office Internet Service for bandwidth of 512kbps up /1024kbps down 1:10 Shared	Months	12
5	PR-2017-0652(JUBA)	Tearfund-Twic East Office Internet Service for bandwidth of 512kbps up /2mbps down 1:10 Shared	Months	12
6	PR-2017-0652(JUBA)	Tearfund-Twic East Office Internet Service for bandwidth of 768kbps up /2mbps down 1:10 Shared	Months	12
7	PR-2017-0652(JUBA)	Tearfund-Aweil Office Internet Service for bandwidth of 128kbps up /256kbps down 1:10 Shared	Months	12
8	PR-2017-0652(JUBA)	Tearfund-Aweil Office Internet Service for bandwidth of 512kbps up /2048kbps down 1:10 Shared	Months	12
9	PR-2017-0652(JUBA)	Tearfund-Aweil Office Internet Service for bandwidth of 1mbps up /2mbps down 1:10 Shared	Months	12
10	PR-2017-0652(JUBA)	Tearfund-Yuai Office Internet Service for Bandwidth of 512kbps up /2048kbps down 1:4 Shared	Months	12
11	PR-2017-0652(JUBA)	Tearfund-Motot Office Internet Service for Bandwidth of 512kbps up /2048kbps down 1:4 Shared	Months	12
12	PR-2017-0652(JUBA)	Tearfund-Pochalla Office Internet Service for Bandwidth of 512kbps up /2048kbps down 1:4 Shared	Months	12
13	PR-2017-0652(JUBA)	Tearfund-Bor Office Internet Service for Bandwidth of 512kbps up /2mbps down 1:4 Shared	Months	12

☞ If further lines needed, click the + sign

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Delivery information:

Delivery address:	The successful bidder(s) shall provide Internet service at the contracted Bandwidth to Tearfund South Sudan offices in Juba, Aweil, Mabior, Pieri, Motot, Yuai, Pochalla and Bor. <i>(One bidder may win a contract for all locations, or service provision for the various locations may be issued separately to different vendors.)</i>
Delivery date:	Delivery of the service shall be for 24 hours a day for 12 Months immediately on the contract commencement date
Transport requirement:	Tearfund will provide initial setup transport for equipment and 1 technician. Subsequent maintenance visits as required will be the financial responsibility of the supplier.
Packaging requirement:	N/A
Labelling requirement:	Where need be, labelling instructions shall be communicated

Quality/Suitability Requirements: Sampling or inspection

	Performance standards will be agreed upon with successful supplier(s) based on tender proposal speed estimates and service call response times. A performance monitoring regimen will be specified in the contract with the successful supplier(s) by which they will be held accountable.
	N/A

EVALUATION CRITERIA

We will be running a Tender Evaluation Committee and the following criteria will be used to judge your Tender against the Tenders received from other suppliers.

Quality

- 1- The service provider must demonstrate how it will deliver the internet service to the Tearfund locations for which it is proposing to provide Internet access.
- 2- The service provider must provide a 3 INGO references currently being supplied with active ISP service which will be contacted to verify the quality of the service.
- 3- The supplier must also demonstrate that it can provide a technical support to Tearfund free of charge, should it be required, after initial installation.
- 4- The supplier must provide proof of legal registration and authority to operate in the Republic of South Sudan. This includes, but may not be limited to, registration with the Communication Commission of South Sudan to under take the Internet Service Provision.
- 5- The service provider should provide a copy of their ethical policy
- 6- The supplier should provide reliable Internet performance on daily basis with experienced technical Engineer(s) on the ground
- 7- The supplier should be familiar with 4G WiMAX, C-Band, KU-Band and KA-Band VSAT functionalities, utilizing the best of the available technologies to provide the best possible service/connection speeds.
- 8- The supplier must provide the link chain layout demonstrating how and where they receive data/satellite services with high capacity and Global platform. All intermediaries must be specified, and any capabilities of the supplier attributable to another entity must be clearly explained.

Timing

- 1- The service provider should clearly specify the lead time required from signing of a contract to full speed operating capacity of all quoted locations, including a clear plan for how the supplier intends to meet the timeline.
- 2- The supplier must specify how long it will take for its engineer to respond to an emergency service request in the event of service outage. call is placed and their schedule on maintenance per plan

Cost

- 1- Cost per registered bandwidth per location, per year broken down in by monthly units (see above.)
- 2- Any additional costing should be specified and justified clearly.

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

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*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

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.

Terms and Conditions

Article 1	Parties	The contract will be between Tearfund, Juba, 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 an additional one year. This shall be subject to satisfactory performance and mutual agreement.
Article 3	General terms	The service provider shall provide all supplies/services/works specified in this contract, at the prices specified in the bid for the period specified 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	The service provider shall provide an invoice detailing all the locations where Internet was provided (broken down by location). Payment shall be done for three Months in Advance
Article 6	Payment method	Payment will be made in cheque or by bank transfer in United States Dollars.
Article 7	Transport	The service provider shall provide Transport to its personell or equipement when ever required to execute its duties in all relevant contracted Tearfund locations in South Sudan
Article 8	Delivery location	Internet service shall be provided to all locations specified in the contract.
Article 9	Delivery schedule	The Internet Service shall be delivered in a 24 hour per day basis within the contract period.
Article 10	Packaging requirement	N/A
Article 11	Shipping Instructions and labelling	N/A
Article 12	Documentation required	An Invoice that covers three Months advance payment for all the Tearfund stations
Article 13	Liquidated damages clauses	<i>The following shall be actions that Tearfund will take in case of non compliance by the service provider</i> 1- For instnaces when physical service is required from the supplier, a reduction in payment (deducted from the next payment amount) will be applied in the amount of 1% of the invoice value for each day after the first 48 hours until the supplier provides a technician at the location of the service. 2- Tearfund shall hire an altenative engineer to provide technical support should the service provider fail to provide an Engineer to all the Tearfund locations in South Sudan within 48 hours. The service Provider shall reimburse Tearfund for all the costs associated with the hired engineer 3- Tearfund shall ask the service provider to replace equipment that may be damaged by the service providers staff or a damage arrising due to the negligence of the service providers staff at the time of installtion, or due to normal wear and tear over the course of the contract period.
Article 14	Termination of the contract	The contract may be cancelled by either party after 30 days following written notice of the intent to terminate. The contract may be cancelled by Tearfund after 7 days following written notice in any of the following cases: 1. the supplier substantially fails to perform his obligations under this contract 2. 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 3. the supplier assigns the contract or subcontracts without the authorisation of Tearfund 4. 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

Supplier name:	
Contact person:	
Office address:	
Telephone number:	
Fax number:	
Email address:	

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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