


Reference No.: <b>HLSS-DN020/HN-0-0309/23</b>	<b>REQUEST FOR QUOTATION</b>  Health Link South Sudan Tongpiny No72 Block 3 K South Juba South Sudan	
Important: All Correspondence will refer to the Request for Quotation Number above		

<b>Date of RFQ</b>	<b>16<sup>th</sup> June 2023</b>
<b>Required response time for the quote</b>	<b>22<sup>nd</sup> June 2023</b>
<b>Proposed Order Commencement Date</b>	<b>23<sup>rd</sup> June 2023</b>
<b>Proposed Order Term / Completion Date</b>	<b>23<sup>rd</sup> June 2023</b>
<b>Timeframes/ Milestones</b>	<b>7days</b>

Item No	Specifications: - Transportation Within Budi County	Units	Total Metric Tonnes		
<b>A.</b>	<b>Distribution of Nutrition Supplies (CSB++ &amp; RUSF) from Ngauro to uplands)</b>				
		<b>Jul-23    Sep-23    Nov-23</b>			
	1 <b>Nagishot PHCC</b>	1.46 MT    1.46 MT    1.46 MT			
	2 <b>Tulugi PHCU</b>	1.5MT    1.5 MT    1.5 MT			
	3 <b>Halibu PHCU</b>	1.5 MT    1.5 MT    1.5 MT			
	4 <b>Kathac PHCU</b>	1.5 MT    1.5 MT    1.5 MT			
	5 <b>Kibongorok PHCU</b>	1.5 MT    1.5 MT    1.5 MT			
	6 <b>Kadumakuc PHCU</b>	1.5 MT    1.5 MT    1.5 MT	Tonnes	40.38 MT	
	7 <b>Kapeto PHCU</b>	1.5 MT    1.5 MT    1.5 MT			
	8 <b>Ngatiba PHCU</b>	1.5 MT    1.5 MT    1.5 MT			
9 <b>Nathilani PHCU</b>	1.5 MT    1.5 MT    1.5 MT				
<b>Total Monthly Metric Tonnes</b>	<b>13.46MT    13.46MT    13.46MT</b>				

### Statement of compliance with Terms and Conditions

<b>Delivery Terms.</b>	<b>Nutrition sites above</b>
<b>Payment Terms.</b>	<b>Bank transfer/Cheque</b>
<b>Validity of Quotation</b>	<b>One month</b>
<b>Frequency of the transportation</b>	<b>Monthly</b>
<b>Currency of prize</b>	<b>USD</b>
<b>Valid Certificate of registration</b>	<b>Mandatory</b>
<b>Valid Tax clearance certificate</b>	<b>Mandatory</b>
<b>Valid Trading/operation license.</b>	<b>Mandatory</b>
<b>Bank account details</b>	<b>Mandatory</b>
<b>Signed &amp; stamped RFQ</b>	<b>Mandatory</b>

For electronic submission, please send only the duly completed Quotation Documents with the Above-mentioned RFQ No. to [bids@healthlinksouthsudan.org](mailto:bids@healthlinksouthsudan.org)

HLSS takes no responsibility for the effective delivery of the electronic document, Quotations submitted by email must be limited to a maximum of 2MB, virus-free and no more than two email transmissions. They must be free from any virus or corrupted contents, or the quotations shall be rejected.

Your responsibility is to ensure that your quotation will reach the address above on or before the deadline.

Quotations that HLSS receives after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you submit your quotation by email, kindly ensure that it is signed and in the .pdf format.

Contact Person for Inquiries (Written inquiries only) [RFQ@healthlinksouthsudan.org](mailto:RFQ@healthlinksouthsudan.org)

Any delay in HLSS's response shall be not used as a reason for extending the deadline for submission unless HLSS determines that such an extension is necessary and communicates a new deadline to the Proposers.

The quotation that complies with all of the specifications, requirements, offers the lowest price, and all other evaluation criteria, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by HLSS. The unit price shall prevail, and the total price shall be corrected. If the supplier does not accept the final price based on HLSS's re-computation and correction of errors, its quotation will be rejected.

After HLSS has identified the lowest price offer, HLSS reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than HLSS's own estimated cost if sourced from its own freight forwarder and insurance provider, HLSS Will only consider The Unit Price & source Different Transportation company

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by HLSS after it has received the quotation.

HLSS is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

HLSS encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to HLSS if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

**FITNESS OF GOODS/PACKAGING.** The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by HLSS, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

**LATE DELIVERY.** Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in the Purchase Order, the Supplier shall (i) immediately consult with HLSS to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by HLSS.

## Health Link Terms and Conditions of Purchase

### 1. Definitions and Interpretation

These terms and conditions ("**Conditions**") form part of the contract between the supplier ("**Supplier/Service provider**") and Health Link (the "**Customer**"), in relation to the purchase order/Contract (the Conditions are together referred to as the "**Contract**"). Terms not otherwise defined herein shall have the meaning given to them in the applicable Order.

### 2. Quality and Defects

2.1 The Goods and the Services shall, as appropriate:

- a. correspond with their description in the Order and any applicable specification.
- b. comply with all applicable statutory and regulatory requirements.
- c. be of the highest quality and fit for each purpose held out by the Supplier or made known to the Supplier by the Customer.
- d. be free from defects in design, material, workmanship and installation; and
- e. be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

2.2 The Customer (including its representatives or agents) reserves the right at any time without the provision of prior notice to audit the Supplier's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

### 3. Ethical Standards

- 3.1 The Supplier shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organization including in the areas of child labour and forced labour.
- 3.2 The Supplier, its suppliers and sub-contractors shall comply with all environmental, public health & safety, and product safety statutory and regulatory requirements and standards, shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose; or (b) terrorism and shall check its staff, suppliers and sub-contractors against the following sanctions lists: UK Treasury List, EC List, OFAC List and US Treasury List and comply with all regulatory requirements relating thereto.
- 3.3 The Supplier shall comply with the following applicable Customer Policies accordingly:
  - I. Health Link's Ethical Code for Anticorruption & Bribery Policy
  - II. Health Link's Safeguarding Policy
  - III. Health Link's Standard PSEA Policy

#### **4. Delivery / Performance**

- 4.1 The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Order, and in either case during the Customer's usual business hours, except where otherwise agreed in the Order. Time shall be of the essence in respect of this Condition 4.1.
- 4.2 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Order, the Supplier shall give the Customer reasonable written notice of the specified date.
- 4.3 Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Customer or its agents at the address specified in the Order.
- 4.4 Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provisions of Incoterms rules (International Commercial Terms) as in force at the date the Contract is made or, where Incoterms do not apply, risk in the Goods shall pass to the Customer on completion of delivery.
- 4.5 The Customer shall not be deemed to have accepted any Goods or Services and shall retain its right to reject such Goods and Services until the Customer has had reasonable time to inspect them following delivery and/or performance by the Supplier.
- 4.6 The Customer shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer's option, the Supplier shall forthwith re- supply substitute Goods or Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense and the Supplier shall repay to the Customer any amount paid in relation to such Goods or Services.

#### **5. Indemnity**

The Supplier shall indemnify the Customer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result of or in connection with any act or omission of the Supplier or its employees, agents or sub-contractors in performing its obligations under this Contract, and any claims made against the Customer by third parties (including claims for death, personal injury or damage to property) arising out of, or in connection with, the supply of the Goods or Services or a breach of Clause

#### **6. Price and Payment**

Payment in arrears will be made as set out in the Order and the Customer shall be entitled to off-set against the price set out in the Order all sums owed to the Customer by the Supplier.

#### **7. Termination**

- 7.1 The Customer may terminate the Contract without liability to the Supplier in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month's written notice.
- 7.2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and the Supplier shall pay to the Customer any losses (including all associated costs, liabilities and expenses, including legal costs) incurred by the Customer as a consequence of such termination and/or breach from the Supplier at any time if the Supplier:
  - a. becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order or other similar bankruptcy process.
  - b. is in material breach of its obligations under the Contract; or
  - c. is in breach of any of its obligations and fails to remedy such breach within 14 days of written notice to remedy from the Customer.
- 7.3 In the event of termination, all existing purchase orders must be completed.

#### **8. Supplier's Warranties**

- 8.1 The Supplier warrants to the Customer that:
- a) it has all necessary internal authorizations and all authorizations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;
  - b) it will not and will ensure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer; and
  - c) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances.

**9. Force majeure**

9.1 Neither the Supplier nor the Customer shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control and was not reasonably foreseeable at the date of the Order (a "**Force Majeure Event**") provided that the Supplier shall use best endeavors to cure such Force Majeure Event and resume performance under the Contract.

9.2 If any Force Majeure Event prevents the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

**10. General**

- 10.1 The Supplier shall not use the Customer's name, branding or logo other than in accordance with the Customer's written instructions or authorization.
- 10.2 The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent.
- 10.3 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified in writing from time to time. For the purposes of this Condition, "writing" shall include e-mails.
- 10.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 10.5 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.
- 10.6 The Contract shall be governed by and construed in accordance with South Sudan laws. The parties irrevocably submit to the exclusive jurisdiction of the courts of South Sudan to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.
- 10.7 A person not a party to the Contract shall not have any rights under or in connection with it.

I/we also confirm that Health Link South Sudan may consider our offer, and, subsequently, rely on the information in this document.

I (Name)..... (Title) .....  
 .am authorised to represent the above-detailed company and to enter into business commitments on its behalf.

Company.....Stamp/Date.....