



JOHANNITER

Framework Agreement for Supply of Fuel (Diesel and Petrol) to Juba, Wau and Torit for the period 01.10.2022 to 30.09.2023.

Procurement Number: JUB/SSD0022/0126

Closing Date: 31st August 2022

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About Johanniter:

Johanniter is a German Christian Not for profit non-governmental organisation running eight integrated projects in former Western Bahr el Ghazal State (WBeG) of South Sudan focusing on maternal and basic health, nutrition (CMAM), WASH and GBV/Protection. Its overall objective is to reduce people's vulnerability, specifically through contributing to morbidity and mortality reduction by improving the population's health and nutrition status. Furthermore, improved access to water, sanitation and hygiene (WASH), and protection services are an existential part of Johanniter's South Sudan programme.

Proposed Timelines

Notice for tender	17 th August 2022
Date line for submission	31 st August 2022
Proposed tender opening dates	2 nd September 2022

Description of Works/Service

Johanniter invites prospective vendors to submit bids for **Framework Agreement for Supply of Fuel (Diesel and Petrol)** as specified in the table below to be delivered to its **operations in Juba, Wau and Torit**.

No	Item Description	Estimated Annual Units	Location
1	Diesel for Motor Vehicles and Generators	15,000 Litres	Juba
2	Petrol for Motor Vehicle	5,000 Litres	Juba
3	Diesel for Motor Vehicles and Generators	40,000 Litres	Wau
4	Petrol for Motor Cycles	15,000 Litres	Wau
5	Diesel for Motor Vehicles and Generators	40,000 Litres	Torit
6	Petrol for Motor Cycles	15,000 Litres	Torit

The quantities stated above are only indicative and may vary (Increase or Decrease) during the year.

Clarification of Tender Documents.

Johanniter has taken great care to be as clear as possible in the language used to compile this tender document. In case, any confusion arises out of the meaning or interpretation of any words used in this document, Johanniter will not accept responsibility for any misunderstanding or misinterpretation. Additional information or clarification can be obtained in writing by e-mail to richard.oryem@thejohanniter.org with the subject line "**Tender - CLARIFICATION REQUEST - "Framework Agreement for Supply of Fuel (Diesel and Petrol)"**". A response will be shared through email to any request received earlier than 5 days before the deadline of submission of applications.

Amendments of tender documents.

At any time prior to the deadline for submission of the bids, Johanniter may, for any reason (s), whether at its initiative or in response to a clarification requested by a prospective applicant, notify the tender documents by issuing subsequent addendum. The addendum thus issued shall be part of the tender documents and shall be communicated in writing to all prospective bidders. Prospective bidders shall promptly acknowledge receipt of each addendum in writing. In order to afford prospective applicants reasonable time to take an addendum into account in preparing their applications, the organization may at its discretion, extend the deadline for the submission of bids.

Conditions for Tender Submission.

All interested vendors must respond to all requirements set out in this document and failure to adhere to the conditions set out will result into rejection of their bid.



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- This tender process shall follow Johanniter's Procurement guidelines and policy and reserves the right to deal with any offer of its choice or any or all parts of the offer.
- Johanniter is not bound to accept the lowest offer or any offer.
- This invitation for tender is not a contract or an offer to a contract, but an invitation to negotiate.
- Respondents are bound by their offer for a period of 90 days from the closing date of bids.
- Johanniter reserves the right to alter the dates of the timetable.
- Canvassing of Johanniter staff in relation to this tender will result in disqualification of that individual or company.
- Opening of offers is not open to the public and Johanniter will inform each respondent of the results of the decision of their offer upon request.
- Bids submitted in another manner other than that specified in the tender document shall be rejected.
- Johanniter is not obliged to justify or explain selection to any respondent.
- All documentation must be submitted in English.
- All bids must be accompanied by a signed declaration of suppliers provided by Johanniter.
- This document does not represent a commitment to purchase or contract with your firm.

Tenderers' Eligibility and Qualifications.

The tenderer shall furnish, as part of its tender documents its qualifications to perform the contract if its tender is accepted. The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted and that the tenderer has the financial and technical capability necessary to perform the contract.

Cost of tendering.

The tenderer shall bear all costs associated with the preparation and submission of the tender. Johanniter will not be responsible or liable for those costs, regardless of the conduct and/ or outcome of the tendering process

Currencies.

All prices shall be quoted in USD for each location.

Submission of offer.

Complete tender documents must be submitted in a sealed envelope clearly marked "**Framework Agreement for Supply of Fuel (Diesel and Petrol)**" to the following addresses below on/or before **16th August 2022, 4:00PM local time to Johanniter Office in Juba located on Plot 60 & 65, Block 3K, Kololo Road, Juba**. You shall be required to sign a document acknowledging submission of your bid at the gate.

Tender Evaluation Process.

A tender evaluation committee shall be set up in accordance to Johanniter's procurement guidelines/policy taking into consideration all relevant donor requirements. The evaluation process shall include:

- Preliminary evaluation where all bids shall be evaluated to determine whether they were submitted in line with the administrative instructions including all mandatory requirements.
- Technical, Financial Capacity and essential criteria. All bids that pass the preliminary evaluation shall be evaluated for financial stability, technical capacity and other essential criteria listed below before a contract is awarded.
- Reference checks to validate information provided shall be conducted prior to award of contract.

Award Criteria.



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When analysing the offers, Johanniter will take into consideration the following award criteria to achieve best value for money:

1. Financial capacity
2. Technical Capacity
3. Delivery timelines
4. Evidence of execution of similar contract.
5. Letter of reference from other International NGOs or reputable companies.

Mandatory requirements.

- Financial & technical proposal.
- Certificate of registration (In country where business is registered).
- Revenue authority tax registration certificate indicating TIN.
- Valid tax Clearance Certificate.
- Valid operation/trading licence.
- Articles and memorandum of understanding.
- Official business physical location, postal, telephone and email address.
- Six months certified bank statements and Audited accounts for previous year.
- Reference and recommendations from at least 3 present and 3 past international NGOs that your firm/company has done business with them.
- Signed declaration of suppliers provided as part of this tender dossier.
- Signed tender dossier

Bidders Signature.

I have read and understood this document and all information provided as part of this tender by our/my company is a true representation.

Signed: _____ Date: _____

Name: _____ Position: _____

DECLARATION OF SUPPLIERS

We _____ [company name] _____ herewith declare that

- a) we do respect basic social rights and working conditions based on international labour standards and condemn the exploitation of child labour;
- b) we are not bankrupt or being wound up, are not having our affairs administered by the courts, have not entered into an arrangement with creditors, have not suspended business activities, are not the subject of proceedings concerning those matters, and are not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- c) we have not been convicted of an offence concerning our professional conduct by a judgment which has the force of res judicata;
- d) we have not been guilty of grave professional misconduct;
- e) we have fulfilled all 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 we are established or with the Federal Republic of Germany or those of the country where the contract is to be performed;
- f) we have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to Johanniter's financial interests;
- g) following another procurement procedure carried out by Johanniter or another contracting authority, we have not been declared to be in serious breach of contract for failure to comply with our contractual obligations;
- h) we are not subject to a conflict of interest with regard to this tender. We declare that the price on the bid attached is a market competitive offer from my organization, and we are submitting to this procurement process without any conflict of interest, or the provision / receipt of any commission, gift, bribe, gratuity or remuneration of any kind.
- i) we are not guilty of misrepresentation in supplying the information required by Johanniter as a condition of participation in the contract procedure.
- j) we do not perform any act or omit to perform any act, including any misrepresentation, in order to knowingly mislead, or attempt to knowingly mislead JOHANNITER and/or any other party to obtain a financial or other benefit or to avoid any obligation ("Fraudulent Practice");
- k) we do not offer, give, receive or solicit, directly or indirectly, or attempt to offer, give, receive or solicit, directly or indirectly, anything of value to improperly influence the actions of JOHANNITER and/or any other party ("Corrupt Practice");
- l) we do not enter into any arrangements with any other party or parties that are designed to achieve an improper purpose, including but not limited to improperly influencing the actions of JOHANNITER and/or any other party or engaging in price fixing ("Collusive Practice", and together

- with “Fraudulent Practices and Corrupt Practices”, “Prohibited Practices”).
- m) we do not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, whether in cash or in kind, directly or indirectly.
 - n) we verify that no support or resources are provided to individuals or entities associated with terrorism as designated on the „Consolidated list of persons, groups and entities subject to EU financial sanctions” maintained by the European Commission or by any other similar sanction list of individuals and entities that may be established by the United Nations Security Council or the United States of America.
 - o) we do not engage in acts that directly support or advance trafficking in persons, including the following acts:
 - i destroying, concealing, confiscating, or otherwise denying an employee access to that employee’s identity or immigration documents;
 - ii. failing to provide return transportation or pay for return transportation costs to an employee from a country to the country from which the employee was recruited upon the end of employment if requested by the employee.
 - iii. soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretences, representations, or promises regarding that employment.
 - p) we do respect applicable law relating to anti-money laundering in the execution of our contracts.

General statements:

- 1.1 The contractor shall communicate these fundamentals of JOHANNITER’s Policy to its management, employees, subcontractors and agents and shall take all reasonable measures to ensure that such persons do not engage in prohibited practices.
- 1.2 The contractor shall immediately disclose to JOHANNITER any actual, apparent, potential or attempted prohibited practice that the contractor becomes aware of. To that end, the contractor shall fully cooperate, and shall take all reasonable steps to ensure that its management, employees, subcontractors and agents fully cooperate with any investigation of prohibited practices by JOHANNITER, including by complying with all reasonable requests from JOHANNITER to gain access to and inspect any records, documents and other relevant information.
- 1.3 JOHANNITER is committed to the protection of vulnerable populations in humanitarian crisis, including from sexual exploitation and abuse. By entering into a contract with JOHANNITER, The contractor undertakes to ensure that

its personnel, agents and subcontractors conform to the highest standards of moral and ethical conduct.

The contractor expressly acknowledges and agrees that:

- a) Any breach of this policy by the contractor or by any of its management, employees, subcontractors or agents constitutes a material breach of the contracts, which entitles JOHANNITER to immediately terminate a contract without incurring any liability to the contractor; and
- b) In the event that JOHANNITER were to determine through an investigation or otherwise that a prohibited practice occurred, JOHANNITER shall have, in addition to its right to immediately terminate the contract, the rights to:
 - i. apply and enforce the relevant sanctions in accordance with its internal regulations, rules, procedures, practices, policies and guidelines, including referral of the matter to national authorities when appropriate; and
 - ii. recover all losses, financial or otherwise, suffered by JOHANNITER in connection with such prohibited practices.

Date & Signature

Name of company

Name in printed letters

Stamp