



JOHANNITER

Tender Notice: Framework Agreement for The Supply of Fuel (Diesel & Petrol) For Generators, Motor Vehicles and Motorcycles in Juba, Wau and Torit, covering a period of 12 Months.

Procurement Number: JUB/EAFO101/0004, JUB/SSD0024/0009, JUB/SSD0135/0003, JUB/SSD0136/0002, JUB/SSD0131/0002, JUB/EAFO102/0002

Date: 06th February 2024

Dear Sir/Madam,

Re: Invitation to Tender for Framework Agreement for The Supply of Fuel (Diesel & Petrol) For Generators, Motor Vehicles and Motorcycles in Juba, Wau and Torit, covering a period of 12 Months.

Johanniter, an international humanitarian agency in South Sudan, seeks to contract legally recognized and competent companies to submit a tender for a **Framework Agreement for The Supply of Fuel (Diesel & Petrol) For Generators, Motor Vehicles and Motorcycles in Juba, Wau and Torit covering a period of 12 Months**. The bids shall be delivered to Johanniter offices in Juba. Interested reputable companies can obtain detailed tender documents from the NGO Forum Website or by sending an email to richard.oryem@thejohanniter.org or Boniface.Lakony@thejohanniter.org with the subject line; **"Tender For Framework Agreement for The Supply of Fuel (Diesel & Petrol) For Generators, Motor Vehicles and Motorcycles in Juba, Wau and Torit, covering a period of 12 Months.**" starting 07th February 2024.

We look forward to receiving your sealed bids at the addresses in the tender document on/or before **20th February 2024, 4:00 PM** local time. All proposals submitted after the stipulated timeline shall be rejected. This notice shall not be considered in any way as an offer or contract but rather an invitation to negotiate.

Thank you for being so considerate in participating in our tender.

Yours Sincerely,

Boniface Lakony

Operations Support Coordinator, Johanniter South Sudan



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JUB/SSD0135/0003, JUB/SSD0136/0002, JUB/SSD0131/0002,
JUB/EAFO102/0002**

Closing Date: 20th February 2024

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About Johanniter:

Johanniter is a German Christian Not-for-profit, non-governmental organisation running eight integrated projects in the former Western Bahr el Ghazal State (WBeG) of South Sudan focusing on maternal and essential health, nutrition (CMAM), WASH and GBV/Protection. Its overall objective is to reduce people's vulnerability, specifically by 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 essential to Johanniter's South Sudan programme.

Proposed Timelines

| | |
|-------------------------------|--------------------|
| Notice for tender | 06th February 2024 |
| Dateline for submission | 20th February 2024 |
| Proposed tender opening dates | 23rd February 2024 |

Description of Works/Service

Johanniter invites prospective vendors to submit bids for the **Framework Agreement for The Supply of Fuel (Diesel & Petrol) For Generators, Motor Vehicles and Motorcycles in Juba, Wau and Torit, covering a period of 12 Months** as specified in the table below.

| No | Item Description | Unit Type | Unit | Unit Price (USD) |
|----|---|-----------|------|------------------|
| 01 | Diesel for Motor Vehicles and Generator - Juba | Litres | 01 | |
| 02 | Petrol for Motor Vehicles - Juba | Litres | 01 | |
| 03 | Diesel for Motor Vehicles and Generator - Wau | Liters | 01 | |
| 04 | Petrol for Motor Cycles - Wau | Liters | 01 | |
| 05 | Diesel for Motor Vehicles and Generator - Torit | Liters | 01 | |
| 06 | Petrol for Motor Cycles - Torit | Litres | 01 | |

Clarification of Tender Documents.

Johanniter has taken great care to be as transparent as possible in the language used to compile this tender document. If any confusion arises from 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 or Boniface.Lakony@thejohanniter.org with the subject line "**Tender - CLARIFICATION REQUEST - Framework Agreement for The Supply of Fuel (Diesel & Petrol) For Generators, Motor Vehicles and Motorcycles in Juba, Wau and Torit, covering a period of 12 Months**". A response will be shared through email to any request received earlier than five days before the deadline for submission of applications.

Amendments of tender documents.

At any time before 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 a subsequent addendum. Thus, the supplement shall be part of the tender documents



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and communicated in writing to all prospective bidders. Prospective bidders shall promptly acknowledge receipt of each addition in writing. To afford prospective applicants reasonable time to take an addendum into account in preparing their applications, the organisation may, at its discretion, extend the deadline for submitting 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 in the rejection of their bid.

- 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 of the requests.
- 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 the 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.

As part of its tender documents, the tenderer shall furnish 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 tendering process's conduct and/ or outcome.

Currencies.

All prices shall be quoted in USD.

Submission of the offer.

Complete tender documents must be submitted in a sealed envelope clearly marked "**Framework Agreement for Supply of The Supply of Fuel (Diesel & Petrol) For Generators, Motor Vehicles and Motorcycles in Juba, Wau and Torit, covering a period of 12 Months**" to the following addresses below on/or before **20th February 2024, 4:00 PM local time to Johanniter Office in Juba located on Plot Number 55, Block 3-K, South Kololo, Pope Francis Road, Opposite American Embassy, Juba, South Sudan or call +211 (0) 921 059 597** for directions. You shall be required to sign a document acknowledging the submission of your bid at the gate.

Tender Evaluation Process.

A tender evaluation committee shall be set up per Johanniter's procurement guidelines/policy, considering all relevant donor requirements. The evaluation process shall include the following:



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- Preliminary evaluation, where all bids shall be evaluated to determine whether they were submitted in line with the administrative instructions, including all submission requirements.
- All bids that pass the preliminary evaluation shall proceed to the second evaluation phase based on the criteria listed below before a contract is awarded.
- Reference checks to validate the information provided shall be conducted before the award of the contract.

Award Criteria.

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

1. Price (70%).
2. Past Experience (30%)

Submission requirements.

- Quotation with prices for each item requested (If unable to quote for particular items, indicate that clearly.) **Indicate the quotation's valid period and must be valid for 12 months. All quotes valid for less than 12 months shall not be considered.**
- Legal company registration documents showing the identity of the owner(s) of the company (Valid Registration Certificate, Memorandum and Article of Association, Trading Licence) etc.
- Valid Tax Registration Certificate clearly showing the company's TIN and Valid Tax Clearance.
- Three months of certified bank statements or Audited accounts for the previous year.
- Evidence of Current Contracts for the Supply of Diesel and Petrol to INGOs (Minimum 03 Copies)
- Signed declaration of suppliers and Tender Dossier.
- **All bids submitted without company legal registration documents, including memorandum and articles of association, valid tax clearance certificate, three months of certified bank statements or Audited accounts for the previous year, evidence of past experience including copies of any recommendations, contracts, purchase orders, etc., Signed declaration of suppliers, and Tender Dossier shall be excluded from the evaluation process and bid considered as invalid.**

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