



INVITATION TO TENDER: TENDER REFERENCE:0000005197/SUPPLY OF FOUR

VEHICLES

CARE is a humanitarian and development non-governmental organization committed to working with poor women, men, boys, girls, communities, and institutions to have a significant impact on the underlying causes of poverty. CARE seeks to contribute to economic and social transformation, unleashing the power of the most vulnerable women and girls. CARE’s operations in South Sudan dates to the early 1980s, focusing on emergency and disaster relief to the conflict affected populations. Currently, CARE South Sudan works in the six States of; Unity, Jonglei, Eastern Equatoria, Bahr el Ghazel, Central Equatoria and Upper Nile States, addressing both humanitarian and recovery/development needs. In development/recovery programming, CARE South Sudan focuses on five broad areas namely Peace Building, Gender and Protection, Food security and Livelihoods, Nutrition and Health, and Partnership and advocacy.

Description of Services/Goods

CARE International South Sudan would like to procure **four Units of Vehicles** to support its Project in South Sudan . Therefore, Care International South Sudan program seeks a qualified and registered potential service provider (bidders) to **supply four (4) Units** of vehicles as per the below specification.

Tender Issuance Date	Tuesday 26 th April 2022
Tender Closing Date	Friday May 13th 2022
Determination of Award	Technically acceptable, reasonable price, best value.
Quotation	Quotations in response to this RFQ must be priced on a fixed-price basis in accordance with the specifications provided accompanied by a sample of the required items.
Warranty	36 Months or 10,000 KMs
Evaluation Criteria	Award will be made to the vendor that meets the minimum criteria and technical specificity for acceptable award at the lowest reasonable cost or price.
Award Type	Firm Fixed Price Purchase Order /contract
Submission Address	Hard copies can be delivered to CARE office , clearly labeled with the name of the vendor and the RFQ activity Title – Tender Reference – Supply of four (4) Units of Vehicles to Care Office located at NPA Building 3 rd Floor Opp Unicef Office-Juba South Sudan in Hard Copy and drop in Care Tender Box and register with Reception on the Sealed Quotation Submission Tracking Sheet: Electronic submission via: SSD.tender@care.org

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Vehicle detail Specification

Number of Units: Vehicle 3 Doors, 13 Seat	2
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Make	Toyota
Model code	HZ78L-RJMRS
Year	2021
DIMENSION	
Overall length	5245mm
Overall width	1790mm
Overall height	2155mm
Wheelbase	2980mm
Ground clearance	268mm
CABIN	
Type	Station wagon 3 door
Driving post	Original left-hand drive,
Steering	Power assisted and tilt
Number of seats	13
Features	Air conditioner,D+P airbags and ABS
ENGINE	
Type	Diesel
No of cylinders	6 in-line,4164 CC-fuel injection system
Max output powder	96/3800kW/rpm
Max torque	285/2200Nm/rpm
TRANSMISSION	
Gearbox	5 speed manual-4X4, full time
CHAISIS	
Front suspension	Coil type

Rear suspension	Leaf
Front Brakes	Ventilated discs
Rear Brakes	Drums
Fuel Tank capacity	Two tanks, 90+90
Tires	7.5R16-8 5.50F 1 vehicle with dunlop mudrip and 1 vehicle normal Dunlop.
Rim	5.5/16
Spare wheels	1 wheel carrier on roof rack and 1 fitted on Rear door
RADIO	
Radio equipment	Radio and CD
OTHERS	
Warranty	3years or 10,000 KMs (which ever may come first)
Safety	Warning triangle, standard fire extinguisher and First Aid Kit, Reflector vest
Tool kit	Standard tool kits with Jack
Winch	T-MAX Electric winch 11000LBS
Bull bar	JTM bull bar and winch plate
HI-jack	HI lift Jack 120cm and HI jack mounting bracket
Roof rack	Toyota alloy

Number of Units: Vehicle 5 Doors 10 Seats	2
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Model code	HZ78L-RJMRS
Year	2021
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Overall length	5245mm
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CABIN	
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Driving post	Original left-hand drive,
Steering	Power assisted and tilt
Number of seats	10
Features	Air conditioner,D+P airbags and ABS
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Safety	Warning triangle, standard fire extinguisher and First Aid Kit, Reflector vest
Tool kit	Standard tool kits with Jack
Winch	T-MAX Electric winch 11000LBS
Bull bar	JTM bull bar and winch plate
HI-jack	HI lift Jack 120cm and HI jack mounting bracket
Roof rack	Toyota alloy

PLEASE SPECIFY and INCLUDE WITH YOUR QUOTATION	
Payment Terms	
Payment Schedule	
Payment Method	
Warranty minimum 36 Months or 10,000KMs	
After Sale services	
Price Validity	
Incoterm DAT	Nimule Port

Instructions to Vendors:

In submitting a tender, the tender accepts in full and without restriction the special and general conditions governing this contract as the sole basis of this tendering procedure, whatever his/her own conditions of the sale may be, which s/he hereby waives. Tenders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier, any reservation will result in the immediate rejection of the tender without further evaluation

Scope of Supply and related services

The subject of the contract is the supply and delivery by the supplier of the following supplies

Item No.	Description	Quantity	Delivery Location-DAT Incoterm
1	Supply of four Units of Vehicle as per above Specifications	4	Nimule

Tenderers must bid for all items to be eligible Tenderer. Tenderer must also provide transportation/delivery/Importation Cost/Custom Clearance and administration/insurance in transit will be the responsibility of the bidder and deliver the vehicles till Nimule Port South Sudan

- a) **Delivery. All the four Vehicles** will be cleared by the successful bidder and deliver the vehicles to Care Juba office and the vehicles will be inspected and verified by CARE Chief Driver/Mechanic prior handing to CARE Logistic. The four Vehicle must confirm to the specification and in case there are deviation will be the responsibility of the successful bidder to replace the missing parts/Spare parts

“If the vendor does not meet the deadline specified in the PO for delivery of the items, or services, penalties will be implemented by reducing the payment for that PO by 1% of the total value, for each day over expected delivery date, and up to a maximum of 20% of the total amount, beginning on the first day of default as determined by CARE. CARE will notify in writing the Vendor in case the penalty clause is implemented”.

- b) **Specification:** Supplier-Vendors must comply fully with the technical specifications set out in the tender dossier and conform in all respect with quantities, measurement and other instructions. Deviations from the specifications may be considered only if deemed to be the best interest of the contracting Authority, Manufacturers’ name, Catalogue Pictures of the quoted Vehicles, Manufacturing year, Model and country of Origin
- c) **Cost of Tender:** The tenderer shall bear all costs associated with preparation and submission of his/her tender and the contracting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process
- d) **Price.** The price quoted by the tenderer shall not be adjusted any account except as otherwise provided in the conditions of the contract. Tenderers must quote prices on one of the following bases:
- For supplies manufactured locally, unit and overall prices must be quoted for delivery location Nimule South Sudan Port (Incoterm DAT) and including all domestic taxation applicable to their manufacture and sales tax as per the Republic of South Sudan National Directorate of Taxation
 - For supplies to be imported into South Sudan, unit and overall prices must be quoted for delivery location- Nimule Port, prices must including all duties and import taxes applicable to their importation as per the Republic of South Sudan National Directorate of Taxation Act
 - All prices must include all the applicable Government taxes as per the Republic of South Sudan National Directorate of Taxation Act, transportation , Custom Clearance, importation fees and delivery Cost to Nimule Port
 - All handling, Road blocks, Security Clearance and transport costs from the location of the supplier/manufacturer to Nimule South Sudan Port will be the responsibility of the successful bidder

- Importation/ Custom Clearance duties/Insurance in transit of the vehicles to Port-Nimule: All quoted costs include of Importation Cost, Custom clearance fees and administrative fees .drivers services including fuel and Insurance in transit from Mombasa and Malaba Ports respectively will be the sole responsibility of the successful bidder
- All prices shall be quoted in USD Only

Exclusion from Award of the Contract:

Contract will not be awarded to the tenderers who, during the procurement procedure:

- a) Are subject to conflict of interest
- b) Are guilty of misrepresentation in supplying the information required as a condition of participation and eligible in the tender procedure or fail to supply this information
- c) Perform, condone or tolerate corrupt, fraudulent, collusive or coercive practices, regardless of whether such practices can be attributed to this tender procedure
- d) Attempt to influence the evaluation/procurement committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting Authority in its decision concerning the award of the contract

Submission of Tenders and closing Deadline Date:

- Final submissions will be due no later than **Wednesday 10th May 2022; 1400hrs(South Sudanese local time)**. submitted to CARE RECEPTION FRON DESK in hard copies addressed to :Electronic submission via: SSD.tender@care.org or Hard Copy can be submitted to:

Address to:

- CARE Procurement Committee located in **NPA Building (Across Unicef), 3rd Floor, Martyrs Street, Juba: For Hard copy submission:**
- The envelop must be SEALED and Drop in CARE tender Box
- Vendor must sign in the SEAL Quotation Submission Tracking Sheet

Bidders are advised to submit their quotation along with Vehicles sample Picture and Catalogue.

- **Question & Answers:** Questions regarding the **TENDER FOR SUPPLY OF FOUR VEHICLES-** shall be submitted to: SSD.Procurement@care.org no later than **Friday May 13th 2022; 1400 hrs.**(South Sudanese Local time) (Care International South Sudan will not respond to questions pertaining to this RFQ over the phone. Care International South Sudan will not in any way assist vendors in preparing their bids nor reimburse any bid preparation costs incurred by the vendors.

Requirements

- Submit a quotation in response to this RFQ using the template provided above, all pages should be initiated and stamped officially by the vendor.
- Hard copies quotation: In case of a supplier –Vendor is submitting a hard copy quotation, it shall then be submitted in an envelope, mentioning **RFQ activity Title (Supply of four units of Vehicles with tender references** shall be clearly written on this envelope and shall be registered with Care receptionist during submission.

- **Vendors are to commit to the delivery time after placing the order, any delay in delivery could lead to penalties imposed over the final payment.**
- Quoted Price: Quotations in response to this RFQ must be priced on a fixed-price Purchase Order based in accordance with the specifications provided for the items above.
- Supplier-Vendors are requested to provide quotations on official letterhead fully stamped and dated
- Supplier-Vendors shall provide contact list of past clients (preferably INGOs and Cooperate Business, at least three (3) they have provided **the same** services in the past 3 years, recommendation letters should be attached.
- Suppliers-Vendors are required to submit their **valid** business registration and incorporation certificate, and tax clearance certificate updated as per below mandatory submission requirements
- Suppliers can respond to one or all lots indicated in this RFQ provided they clearly mention the locations they are willing to deliver items to.
- Supplier-Vendors are required to submit cover letter on an official letterhead, official stamped, signed by an authorized representative of the Supplier-Vendor with company/contact details
- *CARE reserves the right to reject any or all quotations received and/or change the number of units required within each category, also have the right to choose items separately from each Kits*
- CARE reserves the right to waive any informality in proposals received, deemed to be in the best interest of CARE. No officer or employee of CARE shall have a financial interest, direct or indirect, in any contract with CARE.
- CARE has the right to increase the quantities requested in the offer in 180 calendar days from the date of signing the contract, without changing in the offered price.

Inspection: All Goods will be inspected against conformance to the specifications and technical description by Care Technical team to this RFQ before approving any contract and payment to the awarded vendor.

Demonstration of Responsibility: To be deemed a responsible and responsive Supplier-Vendor, the Supplier-Vendor’s bid shall include all of the following in accordance with the instructions and terms and conditions of the RFQ:

Annex: 2: Mandatory Submission Requirements

S/No	Documents included for vendor set up as a <u>COMPANY</u>
<u>Eligible Criteria Mandatory Documents required to be submitted</u>	
1.	The company profile
2.	Past work experience letter recommendations
3.	Valid Tax identification number

4.	Valid Tax clearance certificate
5.	Valid Membership certificate from the responsible body where the company operates in.
6.	Valid Registration certificate from the Ministry of Justice
7.	Valid Operation license
8.	Valid Trade license for specialized services like hotels, aviation, pharmaceuticals etc. in case.
9.	To be fully filled by the vendor-supplier-A filled vendor setup form (attached in this email, fill all the areas marked x with the relevant company information)
10.	To be fully filled by the vendor-Supplier-Vendor's questionnaire
11.	Valid-First page of memorandum and articles of association and the page with shares allocation/board of directors.
12.	Valid- Passports or national IDs for each of the company board of directors as the shareholders. NB: The details of the IDs should be clearly readable.(Valid Passports/IDs of the shared holders that signed in the Memorandum and Article of Association as per share contributions.
13.	A copy of void cheque of the bank account provided to CARE South Sudan or evidence of Bank Statement or Bank Account number with Bank Details

- Completed Supplier-Vendor Cover Letter, signed and stamped by an authorized representative of the Supplier-Vendor with company/contact details.
- Official quotation, including specifications of offered materials/ services
- For Organizations: Copy of Supplier-Vendor's registration or business license.
- Certification of Price Guarantee or Warrantee (36 months).

Determination for Award: award will be made to a responsible Supplier-Vendor whose offer follows the RFQ instructions and provides the reasonable-cost, technically acceptable offer.

Annex 3: Evaluation Criteria (Comparison Criteria:)

S/N	Evaluation Criteria	Weighting Score	Scoring Method & Documents required
1	Price	20%	Comparison between the total Values of each offer. The lowest bidder receives full score 20). The score of the other candidates are calculated in relation to the lowest bid amount
2	Delivery-Required preferably within one month and maximum o 10 calendar days upon issuance of the Purchase order/Contract in accordance with the phases of the delivery	10 %	If the tenderer is able to deliver all the items within 30 calendar days, they will receive full score (10 Marks), within 45 calender days, the bidder will receive 5 points and if the tenderer is unable to deliver all the items within the maximum of 45 calendar days ,tenderer will receive 0 point
3	Meeting all Technical Specification as per shared Catalogue	60 %	All the above documents contains 13 Marks and each document carries one mark/point

4	Submission of mandatory Valid Company documents for vendor set up in the People soft	10 %	The bidder that will provide all the required documents will get full marks 10 and failure to submit the tenderer will get zero point
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- Please note that if there are significant deficiencies regarding responsiveness to the requirements of this RFQ, an offer may be deemed “non-responsive” and thereby disqualified from consideration.

Bank Account: Awarded Bidder should provide a full bank account information for the purpose of wiring payments

Annex: 4: Purchase Order Terms and Condition Attached

PURCHASE ORDER TERMS AND CONDITIONS

Appendix N

ORDER. This Purchase Order (“Order”) is an offer of Cooperative for Assistance and Relief Everywhere, Inc. (“CARE”) to purchase the Goods described herein from Vendor. CARE’s placement of this Order with Vendor is expressly conditioned on Vendor’s acceptance of all of the terms contained in this Order, including without limitation, this Order shall not be filled at prices higher than stated in this Order or for different quantities. Any additional or different terms or conditions in any communication from Vendor are expressly objected to and are not effective or binding unless CARE agrees in writing, and no such additional or different terms are part of a contract between CARE and Vendor even if CARE accepts Goods under this Order. Any objection by Vendor to the terms hereof shall be ineffective and is deemed waived by Vendor when Vendor accepts this Order. Each Order terminates sixty (60) days after the Delivery Date, except as set forth herein or as CARE shall notify Vendor in writing. The Order Number above shall be shown on all invoices, communications, packing lists, containers, bills of lading and other similar documents.

PRICE. The prices stated in this Order are complete and Vendor shall add no additional charges of any kind. Vendor warrants that the prices to be charged for Goods are competitive with prevailing market rates and do not exceed prices charged to other customers for a similar quantity and quality of Goods. In connection with any cash discount specified in this Order, time will be computed from the date of the complete and final delivery of the Goods, or from the date correct final invoices are received in the CARE’s Accounting Department, if later. Vendor shall specify all applicable costs, including taxes, duty, export and transportation fees and other charges on Vendor’s invoice as separate items, and shall bear all such costs as part of the total Price charged.

QUALITY. Vendor warrants the Goods are (a) free of all deficiencies and defects in materials, design and workmanship for the period of one (1) year from the date CARE accepts the Goods, (b) does not infringe the rights of any third parties, and (c) are free of any lien or encumbrance. Vendor warrants it shall vest all title and rights to the Goods in CARE. If no quality is specified in this Order, the Goods delivered must be of the best quality as recognized by the market and conforming to or exceeding all specifications provided by Vendor.

SHIPPING AND PACKING. Unless otherwise stated in this Order, all Goods shall be shipped freight prepaid Delivery Duty Unpaid (DDU) Destination, and CARE will pay no charge for packing, boxing or cartage. Vendor is responsible for loss of or damage to any Goods before receipt by CARE at Destination. Each package of Goods will contain documentation showing shipper’s name, contents of package, and the Order Number. A copy of the bill of lading, invoice, customs and import/export confirmations, or similar documentation shall be sent at time of shipment to CARE at the address stated in this Order as well as to the Destination, if different.

DELIVERY. Time is of the essence and delivery of Goods shall be strictly in accordance with this Order. Delays in shipment or otherwise shall be reported immediately to CARE, and the Order payment shall be subject to a late arrival penalty if specified on the Order. Partial deliveries may not be accepted; contact CARE in advance if a partial delivery is requested.

INSPECTION AND ACCEPTANCE. All Goods shall be subject to CARE inspection and test at any time and place, including at place of manufacture. Vendor will make available to the CARE inspectors copies of drawings, specifications, and processes applicable to the Goods and shall promptly provide CARE any resulting inspection certificates. Further, all Goods are subject to final inspection and acceptance at the Destination notwithstanding any payment or other prior inspections. CARE may reject and hold at Vendor’s expense, subject to Vendor’s disposal, all Goods not conforming to this Order or other applicable specifications, drawings, samples, or descriptions.

DEFECTIVE WORK. If any Goods are defective in material or workmanship or otherwise do not conform to this Order, CARE may: (a) require Vendor to repair or replace at Vendor’s cost any such nonconforming Goods; (b) require Vendor to refund the price of any such Goods; or (c) elect to retain and correct any such Goods with an appropriate price reduction to offset CARE’s costs of making correction(s). Nothing, including any final inspection, shall relieve Vendor from its responsibility to correct or replace Goods defective as a result of fraud, recklessness or latent defects.

PAYMENT TERMS. Invoices in duplicate are required. CARE will pay Vendor as specified in this Order, including pursuant to any discount terms; if no time of payment is indicated, payment shall be made within thirty (30) days after CARE accepts the Goods at the Destination. Any adjustments in Vendor’s invoices due to shortages, late deliveries, rejection or other failure to comply with the requirements of this Order may, at CARE’s option, be made by CARE before payment, but failure to do so shall not deprive CARE of the right to do so later. CARE may withhold ten percent (10%) from payment of the final invoice to ensure that all Goods conform to this Order and all necessary documentation has been properly received.

CHANGES. CARE may at any time make changes or amendments to this Order, but no such change or amendment will be allowed without the written authorization of CARE. CARE may also make changes in the method of shipping or packing and place of delivery by means of written communication (or, if accepted by Vendor, verbal communication) prior to shipment of Goods. If any such change by CARE affects the cost or delivery schedules of this Order, an equitable adjustment shall be made, provided Vendor makes a written claim therefore within thirty (30) days from the date of CARE’s communication of the change.

CARE NAME. The Vendor shall not use the CARE name or trademarks publicly or publicly disclose information relating to the Order without CARE’s prior written consent.

COMPLIANCE WITH LAWS. Vendor shall comply with all laws, regulations, and orders applicable to its performance hereunder

INDEMNIFICATION. Vendor will indemnify and hold harmless CARE and its related CARE entities from and against any claims, losses, damages, expenses, penalties, causes of action or liabilities arising from: (a) Vendor’s breach by of any obligations or warranties hereunder, or violation of trade secrets, patent,

trademark or other intellectual property rights, or (b) any other acts or omissions of Vendor, its agents, employees, subcontractors, or guests, relating to this Order. In no event shall CARE be liable for Vendor's lost profits or consequential or incidental damages. Any action by Vendor against CARE arising out of or in connection with this Order must be commenced within one (1) year after the cause of action has accrued or such action shall be deemed waived.

ASSIGNMENT. Vendor shall not assign this Order or any of its obligations hereunder, without the prior written consent of CARE.

APPLICABLE LAW AND DISPUTES. This Order, and the application and interpretation of any contract between CARE and Vendor arising in connection with this Order, shall be governed exclusively by the laws of the State of Georgia, U.S.A. if a US vendor, or CARE's preferred country if non-US vendor, without regard to its choice of law rules. The parties shall first try to resolve any controversy or claim arising out of or relating to this Order, or the breach or alleged breach thereof, by good faith negotiation among senior managers unrelated to the dispute, and failing that, by arbitration. The parties shall select a mutually acceptable arbitrator and work in good faith with the arbitrator to resolve the dispute. The location of the arbitration shall be Atlanta, Georgia. To the extent permitted by law, the arbitrator's decision shall be final and binding and may be entered in any court having competent jurisdiction.

ENTIRE AGREEMENT. This Order, together with its attachments, contains the entire agreement of the parties related to the subject matter hereof, and no other representation, inducements, promises or agreements, oral or otherwise, shall be of any force or effect. This Order may be supplemented, amended or modified only by written agreement of the parties. Each attachment is incorporated by reference herein and forms a part of this Order. If any provision of this Order or its application to any party or circumstances shall be invalid, illegal, or unenforceable to any extent, the remainder of this Order and its application shall not be affected and it shall be enforceable to the fullest extent permitted by law. This paragraph and paragraphs 8, 9, 13, 16 and 18 shall survive the completion or termination of this Order.

CONDUCT. Vendor and its employees shall maintain and comply with a written code of conduct that prohibits giving anything of value, directly or indirectly, to any person or entity, including government officials or CARE staff, in the form of a bribe or kickback; establishes appropriate limitations on transactions with relatives of Vendor employees or businesses or ventures related to Vendor or its employees; and otherwise properly governs the performance of its employees engaged in soliciting, awarding or administering contracts, and receiving gifts. Vendor shall inform CARE in writing of any violations relating to its obligations hereunder. Vendor certifies that it has not knowingly provided and will not knowingly provide, in violation of applicable laws, material support or resources to any individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism.

TERMINATION AND DEFAULT. In addition to any other remedy available by law or in equity, CARE may cancel this Order, in whole or in part, at any time by written notice to Vendor, including without limitation in any of the following circumstances: (a) Vendor failure to deliver the Goods as specified herein; (b) in CARE's good faith judgment, Vendor failed to perform, or jeopardized performance of, this Order in compliance with its terms, and did not cure such failure within ten (10) days after notice from CARE; (c) Vendor becomes insolvent or makes an assignment for the benefit of its creditors, or has bankruptcy, reorganization, readjustment of debt or insolvency proceedings instituted against it under law of any jurisdiction. On receipt of such notice, Vendor shall discontinue all work, cancel any sub-orders and terminate any subcontracts relating to this Order. Upon such termination, full and complete settlement of all Vendor's claims shall be made as follows: a) Vendor shall be paid full compensation for Goods conforming to this Order and materials relating thereto approved by CARE, such as work-in-progress, plans, drawings, and specifications, and b) title shall vest in CARE for all such Goods and materials for which CARE has paid.

NON EXCLUSION: I, the undersigned, declare on my honor that the company and the members of its Executive Board listed have not found themselves or have not been in any of the following situations: bankrupt or being wound up; been convicted of an offence concerning their professional conduct; been guilty of grave professional misconduct proven by any means which CARE can justify; 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 grant beneficiary (CARE) or those of the country where the contract is to be performed; have not been found guilty of fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the institutional donor and/or CARE's financial interests; following another procurement procedure or grant award procedure financed by an institutional donor, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

UNITED STATES OF AMERICA GOVERNMENT (USG) PROVISIONS FOR GOODS AND SERVICES [including Consultants]

If this purchase or agreement is funded with US Government (USG) donor funds, certain donor requirements may apply. These requirements apply to Purchase Orders and Service/Consultant Agreements. Requirements for USG donors:

- 1) **Non-US Vendor:** All goods and services must originate from the host country and Vendor must be a citizen of that country, unless CARE otherwise approves in writing.
- 2) **US Vendor:** All goods and services must originate from the United States or the host country and Vendor must be a citizen of the US or that country, unless CARE otherwise approves in writing.
- 3) Vendor shall provide CARE with a report on or before April 1 of value-added taxes and custom duties (not sales tax) valued at \$500 or more charged by the government on purchases hereunder during the prior fiscal year (October to September), and any reimbursement of such taxes or duties by the government. Alternatively, Vendor may itemize such taxes and/or duties on individual invoices submitted to CARE.
- 4) This agreement shall be terminated immediately if the USG terminates or suspends funding to CARE. All goods or services rendered prior to that date will be paid to Vendor on a prorated basis.
- 5) During this agreement and for three years after it, CARE, the USG or their representatives on request may access and review any information and records of Vendor directly related to the agreement.
- 6) Vendor certifies that neither it nor its officers, board members or key staff is barred, suspended, proposed for debarment, ineligible, or otherwise excluded from doing business with the USG or its agencies or departments.
- 7) These provisions must be passed to Vendor's lower tier Subcontractors.
- 8) At CARE's request, Vendor shall sign any certificates or documents and such take actions as are required by the donor.
- 9) In addition to the foregoing, depending on the USG funding, Vendor is required to comply with the requirements contained in the following referenced publications
 - a) **Non-US Vendor:** Mandatory Standard Provisions. See <http://www.usaid.gov/policy/ads/300/303mab.pdf>.
 - b) **US Vendor:** 22 CFR 226 - Administration of Assistance Awards to US Non-Governmental Organizations (USAID).
 - c) U.S. Federal Acquisition Regulation ("FAR") at <http://acquisition.gov/far/index.html> [Vendor may be required to have additional insurance for its workers performing hereunder outside the US and provide CARE evidence of such insurance. USG waivers may be available if workers are not US citizens or residents and receive adequate protection.]
 - d) USAID Acquisition Regulation (AIDAR) at <http://www.usaid.gov/policy/ads/300/aidar.pdf>
 - e) Centers for Disease Control: http://www.access.gpo.gov/nara/cfr/waisidx_07/45cfr74_07.html [Vendor cannot use funds provided by the USG to lobby for, promote or advocate the legalization or regulation of prostitution as a legitimate form of work. Vendor must obtain a written declaration to such an effect from its subcontractor(s).]
 - f) Bureau of Population, Migration and Population: http://www.access.gpo.gov/nara/cfr/waisidx_09/22cfr145_09.html

Vendor: The Terms and Conditions on the Purchase Order and on any attached sheets are made part of this contract to which Vendor agrees by signing below.

Accepted by Vendor

Approved by CARE:

Signature _____

Signature _____

Date _____

Date _____

Revised 1 July, 2015

Annex: 5: Vendor set up Form

Vendor/Payee Set-Up and Change Form					
Vendor ID:				Appendix E	
				Page 1 of 2	
Vendor/Payee Type	New	Change	Discontinue	Approval Responsibility	
Procurement Vendor				Procurement Committee	
Consultant				Procurement Committee	
Discontinue Vendor				Procurement Committee	
National Employee				Human Resources	
International Employee				Human Resources	
Sub-Grantee				Program	
Donor				Program	
Utility				Administration	
Landlord				Administration	
Bank				Finance	
Vendor/Payee Details (note some information may not be applicable)					
Vendor/Payee Name					
Vendor/Payee Physical Address					
Vendor/Payee e-mail Address	-				

Vendor/Payee website					
Vendor/Payee Phone/Fax					
Vendor Short Name					
Owner Name if Different					
Trade Class (see list)					
Vendor Nationality					
Persistence	Regular				
Vendor Status	Approved		Inactive		
Currency of Payment					
Payment Method					
Payment Terms					
Vendor/Payee Bank Name					
Vendor/Payee Bank Address					
Bank Account Number					
International Bank Account Number					
Bank Code					
Branch Name & Address					
Swift Code					
Tax ID Number, Sales Tax or VAT					
Business Registration Number					
Sub-Recipient Information					
Employer Identification Number (EIN)					
DUNS Number					
PADOR Number					
				page 2 of 2	
Vendor/Payee Selection Criteria					Yes
Vendor/Payee Anti-Terror Check Completed (note this is done through the Vendor Set-Up in PeopleSoft)					

Vendor/Payee has the Necessary Goods and/or Services				
Vendor/Payee Credit and Payment Terms				
Vendor/Payee costs and prices are reasonable and competitive				
Procurement Committee Approval (Procurement Vendors and Consultants Only)				
Name	Title		Signature	Date
Name	Title		Signature	Date
Name	Title		Signature	Date
Human Resources, Program, Administration or Finance Approval (As Appropriate)				

Annex 6: Vendor questionnaire



VENDOR QUESTIONNAIRE (Confidential)

Note: CARE Standard Payment Terms are 30 days from receipt of goods or service and a CARE approved invoice.

I. REQUIRED INFORMATION (Please Print Clearly)

CARE Contact Name:			
Company/Individual Name:			
Owner Name (if different from above):		Nationality of Owner:	
Contact Person:			
Full Address (Street/City, etc):			
Phone No:		Fax No:	
E-mail:		Website:	

II. CUSTOMER REFERENCES

Provide 3 current customer references, listing customer, phone number, contact person, contact's e-mail and a description of the product or service provided to the customer. (If you need additional space please use a separate page.)

1	Name of Organization/Business			
	Name of Contact Person		Title	
	E-mail:		Phone:	
	Type of product / service provided to client			
2	Name of Organization/Business			
	Name of Contact Person		Title	
	E-mail:		Phone:	
	Type of product / service provided to client			
3	Name of Organization/Business			
	Name of Contact Person		Title	
	E-mail:		Phone:	
	Type of product / service provided to client			

III. Indicate below the products or services sold or provided by you

[a]	[b]
[c]	[d]
[e]	[f]
[g]	[h]

IV. Registration of Business

1. Is your firm registered as a business entity with the government?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2. If YES, please provide your business registration number		
3. If applicable, please provide Sales Tax Registration Number		

