



JOHANNITER

PROCUREMENT ANNOUNCEMENT

Request for Proposals: **Supply of Drinking Water - Juba**

RE: **JUB/SSD0023/0003, JUB/EAF0101/0002, JUB/EAF0102/0012, JUB/SSD0131/0002**

ATTENTION ALL INTERESTED SUPPLIERS:

Johanniter International Assistance in **South Sudan** is seeking to select a vendor as the preferred provider of the items indicated below. A Framework Agreement (FWA) between JIA and the successful vendor will result from this process. The purpose of the FWA will be to provide a framework within which goods, services, and/or works can be bought and sold at pre-determined prices for as long as both parties continue to desire to do so, up to a maximum of **1 year (01.03.2023 - 29.02.2024)**. However, the FWA will not compel either party to do business with the other. If, at any time and for any reason, either party wishes to end its participation under the agreement it may be cancelled without notice. In such an event JIA will determine whether to award a FWA contract to another vendor which participated in the initial selection process or to conduct a new competitive tender process to select a new partner as the preferred provider of the respective items.

If you are interested in bidding for this agreement, please provide us a proposal to supply the items indicated below (and in the attached list, if indicated). Note that the prices quoted in your proposal will be the prices at which items will be purchased from the successful bidder for the duration of the FWA. No negotiation of prices is permitted in this process.

No.	Item Description	Part Numbers	Qty	Unit
1	Supply of Drinking Water	(See attached "Item List")	Quote all items at quantity = 1	Various

PROPOSAL REQUIREMENTS

Ensure that your proposal includes all of the following:

- Quotation with prices for each item requested (If unable to quote for particular items, indicate that clearly.)
- Copy of Legal Company Registration Certificates, Memorandum and Articles of Association clearly showing the company shareholders
- Company profile, if available
- List of at least 5 professional references, including copies of any recommendations, contracts, purchase orders, etc. (References of work with other NGOs will be considered highly.)

QUOTATION REQUIREMENTS

Please ensure that your quotation includes all of the following:

- All prices in **United States Dollars**
- For all items in the attached item list indicate UNIT PRICE, MINIMUM ORDER QUANTITY (if any), ANY BULK DISCOUNT AVAILABLE and MINIMUM ORDER QUANTITY TO QUALIFY FOR BULK DISCOUNT.
- Date of quote preparation
- Date of expiry (This is the date the quotation itself expires. Prices quoted by the successful vendor are expected to remain fixed for a 1-year period.)
- Delivery lead time (Indicate clearly if various items require different delivery lead times)
- Delivery terms
- Payment terms (Must accept standard JIA terms of **100% payment following delivery by cheque or electronic bank transfer.**)
- Company payment account details including bank name, name of the account owner, account number, account currency
- Name of primary contact person, including telephone number and email address
- All extra costs such as tax, shipping/delivery, etc.

NOTE: Johanniter is not obligated to select the proposal with the lowest price, nor any proposal at all. If no proposal meets the requirements of the organization the process may be ended without awarding a contract.

SUBMISSION REQUIREMENTS

Proposals must be submitted to JIA by the following date and time:

22-Feb-23

5:00pm

- Proposals must be delivered to the office of Johanniter **Located on Plot 55, Opposite American Embassy, Kololo Road, in Juba** before the deadline indicated above.
- Proposals must arrive in a well-sealed envelope with the item description shown in the table above written on the outside of the envelope.
- In case of any inquiries, contact **Boniface.Lakony@thejohanniter.org** or **Robert.Duku@thejohanniter.org**. (Incomplete packages will not be considered.)
- After delivering your proposal, sign the receipt register before leaving.

Sincerely yours ,

Procurement Focal Point's Name
Procurement Focal Point's Job Title

Boniface Lakony
Operations Support Coordinator

NOTE: This document does not represent a commitment to purchase on the part of JIA SS. JIA SS bears no responsibility for the cost of preparation of proposals.

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