



JOHANNITER

Framework Agreement for provision of Accommodation, Conference hall facility, and Catering Services for Johanniter Wau Office (01.09.2023 to 31.08.2024).

Procurement Number: WAU/EAFO101/0027, WAU/SSDO023/0007, WAU/SSDO135/0024, WAU/SSDO136/0008, WAU/SSDO131/0031, WAU/SSDO134/0006

Closing Date: 04th August 2023

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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 an existential part of Johanniter's South Sudan programme.

Proposed Timelines

Notice for tender	21st July 2023
Dateline for submission	04th August 2023
Proposed tender opening dates	07th August 2023

Description of Works/Service

Johanniter invites prospective vendors to submit bids for the **Framework Agreement for provision of Accommodation, Conference hall facility, and Catering Services for Johanniter Wau Office** as specified in the table below.

No	Item Description	Unit Type	Quantity
01	Accommodation, Conference Hall facility, and Catering Services; <i>Refer to the detailed list below</i>	Set	01

No.	Item Description	Unit Type	Units
01	Conference Hall Hire: Max 50 Pax (Inclusive of a projector and WiFi)	Day	01
02	Conference Hall Hire: Max 100 Pax (Inclusive of a projector and WiFi)	Day	01
03	Accommodation: Single Room Self Contained + Breakfast	Day/Night	01
04	Tea/Coffee + Snacks	Cup	01
05	Lunch Buffet + Drink (Water or Soda)	Pax	01
06	Water 600ml Bottle	Bottle	01
07	Soda 600ml Bottle	Bottle	01
08	Dinner Buffet + Drink (Water or Soda)	Pax	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 Robert.Duku@thejohanniter.org or Boniface.Lakony@thejohanniter.org with the subject line "**Tender - CLARIFICATION REQUEST - "Framework Agreement for provision of Accommodation, Conference hall facility, and Catering Services for Johanniter Wau Office"**". 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 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



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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 provision of Accommodation, Conference hall facility, and Catering Services for Johanniter Wau Office**" to the following addresses below on/or before **04th August 2023, 4:00 PM local time to Johanniter Office in Wau located on Plot 166 and 167, block 21, Hai Daraja Second Class residential Area 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 and **must pass the safety assessment for JOHANNITER.**
- 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 prior to 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 60%.
2. Past Performance 40%

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.**
- Legal company registration documents showing the identity of the owner(s) of the company
- 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.
- At least 3 copies of previous contracts for similar supply. (Preferably to NGOs)
- 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, Signed declaration of suppliers, and Tender Dossier shall be excluded from the evaluation process and bid considered as invalid.**

Note: All facilities not meeting JOHANNITER safety requirements shall be eliminated.

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