



YO' CARE SOUTH SUDAN

<https://www.yocare.org/>

**PROCUREMENT NOTICE
FOR
PROVISION OF EXTERNAL AUDIT SERVICES FOR YO' CARE SOUTH SUDAN, 2021**

Contract/Agreement No: N/A

Procurement Notice No. (001/2022)

PROJECT: YO' CARE SOUTH SUDAN

KEY DATES:

REMARK

Date of issue of Procurement Documents	March 21, 2022 @2pm	
Last date for submission of Tenders:	March 31, 2022 @5pm	
Date of Opening of Tenders:	April 1, 2022 @ 10am at Yo' Care office in Munuki, Juba.	Tenders will be opened in the presence of the bidders

Publication Reference: YoCare/001/Audit/2022

March 2022

Communications on this subject
Should be addressed to:
Finance, Audit & Risk Committee (FARC)
and the following Number Quoted: **YoCare/Audit/001/2022**

VISTING & MAILING ADDRESS:

Finance, Audit & Risk Committee (FARC)

Yo' Care South Sudan
Plot No. 4, Block B-VI Munuki,
Along 107 Rd, Munuki.
E-mail: tenders@yocare.org and copy yocare.southsudan@gmail.com
Telephone: +211 922 222 906
P. O. Box 433 Juba – South Sudan

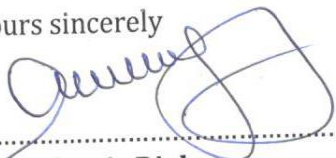
SUBJECT: INVITATION TO TENDER FOR EXTERNAL AUDIT SERVICES FOR YO' CARE SOUTH SUDAN FOR THE YEAR ENDED 31 DECEMBER, 2021

This is an invitation to tender for the above-mentioned procurement notice for interested and legally registered firm to undertake an annual external audit for the fiscal year ending 2021. Please find enclosed the following documents, which constitute the tender dossier:

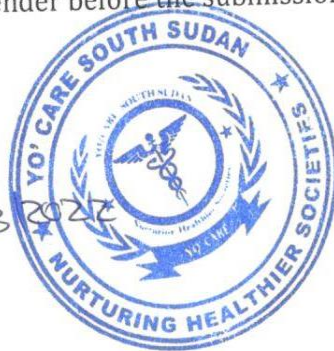
- A. INSTRUCTIONS TO TENDERERS
- B. ATTACHMENT – FUNDER FLOWDOWNS
- C. SUBCONTRACT FORMAT

We look forward to receiving your tender before the submission deadline at the address specified in the documents.

Yours sincerely



21/03/2022



Dr. Yohanis Riek

President & Chief Executive Officer
Yo' Care South Sudan
Plot No. 4, Block B-VI, Munuki 107 Rd.
E-mail: yocare.southsudan@gmail.com
Telephone: +211 922 222 906
P. O. Box 433 Juba – South Sudan

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF: YoCare/001/Audit/2022

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing the subcontract as the sole basis of this tendering procedure, whatever its own conditions of sale may be, which it hereby waives. Tenderers 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 to the tender dossier; any reservation may result in the immediate rejection of the tender without further evaluation.

These Instructions set out the rules for the submission, selection and implementation of subcontract financed under this call for tenders, in conformity with the provisions of contract procedures for USAID funded projects.

1. Background of Yo' Care South Sudan

Established in December 2009, Yo' Care South Sudan is a not-for-profit, non-political, Non-Governmental Organization (Reg No. 3006) healthcare organization incorporated under the laws of the Republic of South Sudan. The organization is run by South Sudanese medical, healthcare, and nutritional professionals to create, develop, and provide comprehensive and integrated basic healthcare, nutrition, and Water, Sanitation and Hygiene (WASH) services to the South Sudanese public.

Yo' Care has worked in over 15 counties across Six States with interventions in health, nutrition, food security, and WASH in South Sudan. Yo' Care is currently operational in Five States (Central Equatoria, Jonglei State, Lake State, Unity State, and Western Bhar El Gazal State) covering nine (09) counties (Juba, Bor South, Rumbek Centre, Yirol East, Cueibet, Mayom, Rubkona, Wau and Jur River).

Yo' Care South Sudan has worked in partnership with various international partners including IntraHealth (as sub-recipient and consortium partner of the USAID funded AHEC), ACTED, and Health Care South Sudan. This work currently includes the implementation of a four-year USAID funded Advancing HIV/AIDS Epidemic Control (AHEC) Activity in South Sudan helping key populations in Juba, Rumbek, Bor, and Wau.

2. Scope of the Audit

- Commencing with the fiscal year ending 31st Dec 2021, the Auditor shall perform an examination and evaluation of the consolidated financial statements of Yo' Care South Sudan, in accordance with International Standards on Auditing with the objective of

expressing an opinion on these statements and will include tests and verification procedures as the auditors deem necessary.

- They will work closely with staff to review the system of internal financial controls, accounting procedures and processes to ensure these are adequate to meet audit standards. The Auditor will have electronic access to the relevant documents. The Auditor shall verify that all funds have been used in accordance with the established rules and regulations of
- They will provide submission of tax returns in acceptable format, using Yo' Care computations.

The subject of the contract is the provision of External Audit Services for Yo' Care South Sudan for the Year Ended December 31, 2021 by the Auditor.

LOTS	ITEM DESCRIPTION	QUANTITY
01	External Audit Services for Yo' Care South Sudan for the Year Ended December 31, 2021	
1.1	Examination and evaluation of draft consolidated financial statements of Yo' Care South Sudan as at the end of December 31, 2022	1
1.2	Review and give a detailed report of the system of internal financial controls, accounting procedures and processes to ensure these are adequate to meet audit standards	1
1.3	Determination of indirect cost rate used to allocate costs/expenses for the year Ended December 31, 2022	1

2.4 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

2.5 Goods, works and services financed have been procured in accordance with Yo' Care's established rules and procedures.

2.6 We are seeking auditors that specialize in the non-profit sector and has a strong portfolio of international non-profit clients. We expect our auditors to be aware of and actively leading developments in the sector and advising on the best practice.

2.7 Yo' Care welcomes working in partnership with professional financial, audit and tax advisers and we would expect to benefit from advice in specialist areas. We are particularly interested in advice on non-profit internal controls and fund management, indirect cost allocation and VAT.

- 2.8 Yo' Care welcomes applications from audit firms with a presence in South Sudan or the East African Region.
- 2.9 Determine whether appropriate supporting documents, records and books of accounts relating to all activities have been kept. Clear linkages should exist between the books of accounts and the financial statements presented to the Auditors.
- 2.10 Determine whether the financial statements prepared by Yo' Care's Management Committee are in accordance with applicable accounting standards and give a true and fair view of the financial position of the Organization.
- 2.11 Provide comprehensive assessment of the adequacy and effectiveness of the accounting and overall internal control system to monitor expenditures and other financial transactions.
- 2.12 Tenderers are not authorised to tender for a variant in addition to the present tender.
- 2.13 **Audit Strategy:** Your response to this invitation to tender should include an outline of your audit strategy, including how you approach auditing against key risks and where you would focus your substantive testing.

3. Responsibilities of the parties to the audit

(a) Yo' Care South Sudan

- Provide complete and consolidated financial statements and related documentations for all projects implemented by Yo' Care in 2021.
- Provide financial and procurement policies and manuals.
- Provide all the books of accounts and financial transactions.
- Provide unfettered access to information necessary for the conduct of the audit in accordance with the terms of references

(b) The Auditors

- To determine that all costs charged to each of the Yo' Care program are reasonable, allocable, and allowable, in accordance with the terms and conditions of each grant agreement.
- To determine that policies and financial procedures and systems are in compliance and conformity with the terms and conditions of each grant where applicable.
- To ensure the reliability of financial documents, timeliness, accuracy, and completeness of the financial reports.
- Examine the policies, procedure manuals, books of accounts, financial statements
- Use International standards in the conduct of the audit

- Auditors should submit a draft-audit plan, outlining the proposed methodology in line with the Generally Accepted Auditing Standards, costs, and schedule
- Final report by the 30th of April 2022 in audit schedule and with a compliance opinion.

4. Time table

Procedures	DATE	TIME*
Clarification meeting / site visit (if any)	Not applicable	Not applicable
Deadline for request for any clarifications from the CPL Department	March 25, 2022	5:00 PM
Deadline for submission of tenders	March 31, 2022	5:00 PM
Tender opening session	May 1, 2022	10:00 AM @Yo'Care Office
Notification of award to the successful tenderer	April 8, 2022	-
Signature of the Contract with Yo' Care	April 11, 2022	-
Expected start of audit	April 13, 2022	
Final Draft Report due by	April 30, 2022	

2.1 *All times are in the time zone of South Sudan.

2.2 Both the successful and unsuccessful bidders will be notified in writing following the completion of the evaluation and contract award process.

2.3 The audit work shall be completed within 10 days from the date of commencement.

3 Participation :

8.1 Participation in tendering is open to all legal persons or companies participating either individually or in a grouping (consortium) or tenderers which are legally established in the Republic of South Sudan.

8.2 These terms refer to all nationals of the Republic of South Sudan and to all legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law of the Republic of South Sudan and having their statutory office, central administration or principal place of business in South Sudan.

8.3 These rules apply to:

- a) Tenderers
- b) Members of a consortium
- c) Any subcontractors.

8.4 To be eligible for participation in this tender procedure, tenderers must prove to the satisfaction of the Yo' Care that they comply with the necessary legal, technical and financial requirements and have the means to carry out the audit effectively.

8.5 If the offer includes subcontracting, it is recommended that the contractual arrangements between the tenderer and its subcontractors include mediation, according to national and international practices, as a method of dispute resolution.

9.0 Origin

9.1 When submitting its tender, the tenderer must state expressly that all the goods or services to be provided meet the requirements concerning origin and must state the countries of origin. It may be asked to provide additional information in this connection.

10.0 Type of Contract

Unit price

(a) The price in USD broken down by fee and incidental expenses likely to be incurred. For the purposes of this proposal, we require that price is based on a daily/hourly fee rate per role of team member. Incidental expenses should indicate standard rates used for such items as travel and per diem rates. If the bidder operates other charging rates such as flat fee audits, rates based on financial value or transaction level this should also be indicated in addition in the proposal. The price should be quoted excluding VAT, but if VAT will be charged the percentage should be stated.

(b) The Financial Proposal should indicate the expected amount (if any) and fee rates of additional hours required in the first audit year for the Auditing Firm to familiarize itself with the client.

11.0 Currency

Tenders must be presented in United States Dollars¹.

12.0 Lots

12.1 The tenderer may submit a tender for all the items described in lot 1, in section 1 above.

12.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances must tenders for part of

¹ The currency of tender shall be the currency of the contract and of payment.

the quantities required be taken into consideration. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.

12.3 A tenderer may include in its tender the overall discount it would grant in the event of some or all of the lots for which it has submitted a tender being awarded. The discount should be clearly indicated for each lot in such a way that it can be announced during the public tender opening session.

12.4 Contracts will be awarded for the whole lot, but Yo' Care South Sudan may select the most favourable overall solution after taking account of any discounts offered.

13.0 Period of validity

13.1 Tenderers shall be bound by their tenders for a period of **90 days** from the deadline for the submission of tenders.

13.2 In exceptional cases and prior to the expiry of the original tender validity period, Yo' Care may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.

13.3 The successful tenderer will be bound by its tender for a further period of **60 days**. The further period is added to the validity period irrespective of the date of notification.

14.0 Language of offers

14.1 The offers, all correspondence and documents related to the tender exchanged by the tenderer and the Yo' Care South Sudan must be written in the language of the procedure which is English.

14.2 If the supporting documents are not written in one of the official languages of South Sudan, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the Republic of South Sudan other than the one of the procedures, it is however strongly recommended to provide a translation into the language of the call for tenders, in order to facilitate the evaluation of the documents.

15.0 Submissions of tenders

15.1 Tenders must be received before the deadline specified in 4.0. They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

Attention.:

Finance, Audit and Risk Committee (FARC)

Yo' Care South Sudan

Plot No. 4, Block B-VI, Munuki 107 Rd

Along 107Rd, Munuki

E-mail: tenders@yocare.org and copy yocare.southsudan@gmail.com

Telephone: +211 922 222 906

P. O. Box 433 Juba – South Sudan

15.2 If the tenders are hand delivered, they should be delivered to the following address:

Attention.:

Finance, Audit and Risk Committee (FARC)

Yo' Care South Sudan

Plot No. 4, Block B-VI, Munuki 107 Rd

Along 107Rd, Munuki

E-mail: tenders@yocare.org/yocare.southsudan@gmail.com

Telephone: +211 922 222 906

P. O. Box 433 Juba – South Sudan

15.3 Tenders must comply with the following conditions:

- a) All tenders must be received at the **address above** before **5:00 PM on 31 March, 2022**, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by **Contracts, Procurement & Logistics Officer or his/her** representative.
- b) All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:
 - a) the above address;
 - b) the reference code of this tender procedure, (i.e., **YoCare/001/Audit/2022;**)
 - c) where applicable, the number of the lot(s) tendered for;
 - d) the words **“Not to be opened before the tender opening session”** in the language of the tender dossier.
 - e) the name of the tenderer.

The technical and financial offers must be placed together in a sealed envelope. The envelope should then be placed in another single sealed envelope/package, unless their volume requires a separate submission for each lot.

16.0 Content of tenders

All tenders submitted must comply with the requirements in the tender dossier and comprise:

Part 1: Technical offer:

- a detailed description of the audit process tendered in conformity with the technical specifications, including any documentation required including;
 - A proposal for after-audit service over one (01) year;
 - A brief description of the Auditing Firm. This description should include such items as size. level of staff; number and type of clients; number of audits performed annually; geographical network; and scope of operations.
 - A description of the Auditing Firms' experience of working with international, intergovernmental, and non-profit organizations including an outline of recent experience on
 - assignments of a similar nature.
 - Details of the Donor Agencies with which the Auditing Firm is familiar or provided audits for on behalf of clients.
 - A general outline of the planning procedures and methodology normally used for performing
 - typical annual audit assignments, along with any comments or suggestions on the Terms of Reference.
 - Details of the proposed staff by title/role and experience, the tasks that would be assigned to each staff team member, and an estimate of the total staff input needed to carry out typical institutional audit assignment. If the tenderer is the current external auditor, it is expected that the team will be rotated.
 - The name of two client references who may be consulted to provide feedback on performance if requested.

Part 2: Financial offer:

The financial proposals will be verified and, if necessary, adjustments will be made to the prices to ensure consistency with the technical proposals in terms of work input and to eliminate arithmetical errors.

- A financial offer calculated on a basis of unit price (Exclusive of import duties) for the services tendered, including if applicable:

YoCare/001/Audit/2022: Procurement of External Audit Services for Yo' Care South Sudan for the year ended December 31, 2021

- A financial offer for after –audit services if applicable:
- An electronic version of the financial offer

Part 3: Documentation:

To be supplied mandatory legal documents:

- Evidence of legal presence and registration in South Sudan doing business in a similar category.
- Valid Tax compliance certificate of the firm
- The details of the bank account into which payments should be made.

To be supplied on free formats:

- A description of the warranty conditions,
- A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).
- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
- Be a member of a national accounting or auditing body or institution which in turn is a member of the International Federation of Accountants (IFAC); or
- Be a member of a national accounting or auditing body or institution which although not a member of IFAC commits to undertake the assignment in accordance with IFAC standards and ethics.
- Be registered as a statutory auditor in the public register of a public oversight body in an accountant association member; or
- Be registered as a statutory auditor in the public register of a public oversight body in South Sudan and this register is subject to principles of public oversight as set out in the legislation of South Sudan.
- (Other)

Part C: Technical Evaluation

The proposals will be evaluated and scored against the following technical criteria with respective corresponding weights:

S/No	Evaluation Criteria	Score/Points
01	Full legal and tax compliance status of the firm.	20

02	Specific experience of working with Yo' Care South Sudan in the past, International and Non-Profit Organizations in South Sudan.	20
03	Specific experience of working in the audit of donor funded projects in South Sudan and with a range of Donors/NGOs.	20
04	Capability of working worldwide based on geographical branch/local partner network	10
05	Qualifications and experience of the key staff proposed to perform the assignment plus ability to commit similar level back-up.	30
	The maximum technical score (T) is 100 points.	100

17.0 Additional information before the deadline for submission of tenders

This tender dossier should be clear enough to preclude the need for tenderers to request additional information during the tendering procedure.

15.0 Clarification meeting / site visit

- a) No clarification meeting / site visit planned.

16.0 Alteration or withdrawal of tenders

- a) Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 4.0 No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- b) Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 12. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.

- c) No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 4.0 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

17.0 Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

18.0 Ownership of tenders

The Yo' Care South Sudan retains ownership of all tenders received under this tendering procedure. Consequently, tenderers have no right to have their tenders returned to them.

19.0 Joint-venture or consortium

19.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be single with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing of the Yo' Care South Sudan.

19.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Yo' Care South Sudan in accordance with point 12 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium.

20.0 Opening of tenders

20.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.

20.2 Tenders will be opened on **April 1, 2022 in the presence of the bidders**. The committee will draw up minutes of the meeting, which will be available on request to all stakeholders.

20.3 Any attempt by a tenderer to influence the evaluation 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 Yo' Care in its decision concerning the award of the contract will result in the immediate rejection of its tender.

20.4 All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by the CPLO. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

21.0 Evaluation of tenders

21.1 Examination of the administrative conformity of tenders

(a) The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

(b) Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Yo' Care or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

(c) If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

21.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required are to be evaluated at the start of this stage.

Where contracts include after-audit service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

21.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to

confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

21.4 Financial evaluation

- a) Tenders found to be technically compliant shall be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
 - where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
 - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

21.5 Variant solutions

Variant solutions will not be taken into consideration.

21.6 Award criteria

The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

21.7 Team competency

The audit firm is expected to appoint a suitably skilled and experienced team to carry out the audit programme. Please provide an overview of the audit team structure, and levels of qualification and experience.

The team/a representative will also be required to meet with the Yo' Care's Finance & Audit Committee where the accounts are submitted for approval, to discuss any management letter issues, and potentially with the board of Trustees.

We expect the Auditor to ensure a level of stability and consistency within the team throughout the term of the working relationship.

22.0 Signature of the contract and performance guarantee

- 22.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award).

23.0 Ethics clauses

- 23.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Yo' Care South Sudan during the process of examining, clarifying, evaluating and comparing

tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.

23.2 When putting forward a candidacy or tender, the candidate or tenderer shall declare that it is affected by no conflict of interest and has no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Supplier must immediately inform the Yo' Care South Sudan.

23.3 The Supplier must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It shall refrain from making public statements about the project or services without the Yo' Care's prior approval. It may not commit the Yo' Care in any way without its prior written consent.

24.0 Cancellation of the tender procedure

In the event of a tender procedure's cancellation, tenderers will be notified by the Yo' Care South Sudan. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

- The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all;
- The economic or technical parameters of the project under which this audit services are procured have been fundamentally altered;
- Exceptional circumstances or force majeure render normal implementation of the audit impossible;
- All technically compliant tenders exceed the financial resources available;
- There have been irregularities in the procedure, in particular where these have prevented fair competition;
- The award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

- In no event shall the Yo' Care South Sudan be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Yo' Care has been advised of the possibility of damages. The publication of a procurement notice does not commit the Yo' Care to implement the programme or project announced.

25.0 Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint.

26.0 Section 889 Compliance Requirements

Tender must be in compliance with Section 889(b) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115-232) as implemented through Federal Acquisition Regulation (FAR) clause number 52.204.25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. Paragraph (e) of the clause extends the requirements to all subcontractors.” Section 889 prohibits use of/contracting with entities that use the prohibited technologies outlined in the rule. All vendors must be in compliance with this rule.

What is prohibited?

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), used for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes.
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. [i.e. TBD]

List of Prohibited Companies

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company

Kindly let us know if your Company uses telecommunications equipment and services from or produced or provided by these Chinese telecom Companies (or any subsidiary or affiliate of these entities) as key components or technology in any of your systems.

Please also provide information on equipment or services your company uses as key components or technology in any of your systems, i.e., in any of your operations.

27.0 Value for money

27.1 We expect our professional audit, finance and tax advisers to be proactive in the relationship, sharing experience, knowledge, and ideas so that the audit adds value in addition to meeting statutory requirements.

27.2 We would like to see a focus on reducing the overall cost of external audit services to Yo' Care South Sudan while at the same time maintaining /enhancing value.

28.0 Special Contract Requirements and Contract Clauses

The attached Special Contract Requirements and Contract Clauses will be flowed down to all vendors and incorporated into the subcontract.

29.0 Subcontract Format

The subcontract will be issued in the format attached. The successful subcontractor will be required to adhere to the terms and conditions of the subcontract.