



2<sup>nd</sup> September 2020

**CAFOD & Trocaire in Partnership (CTP)**  
CTP Office Plot 19, Block XIII, P.O.Box 7, Hai Malakal  
Next to Save the Children International  
Juba, South Sudan

**REQUEST FOR QUOTATION- SUPPLY OF VARIOUS ITEMS (BOREHOLES SPARE PARTS, SOLAR LATERNS, LAPTOP AND TABLET) TO CAFOD & TROCAIRE IN PARTNERSHIP**

**Background**

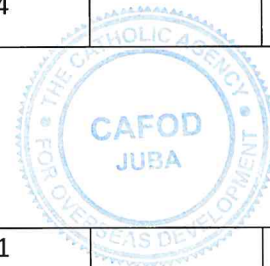
Catholic Agency for Overseas Development (CAFOD) is the official aid and development agency of the Catholic Churches in England and Wales. We work with local partners across South Sudan, in areas of Sustainable Livelihood, Food Security, Emergency, and Peace Building programmes.

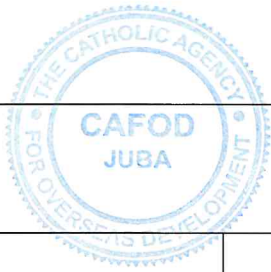
CTP is looking for competent and reputable suppliers for supply of various items (**Boreholes spare parts, solar lanterns, Laptop, and tablet**) as per below specifications.

**1. Specifications:**

Lot #1	Descriptions	Unit	Qty	Unit Price (USD)	Total price (USD)
<p><b>Materials for platform construction ( soil/sand empty sacks, GI sheets, assorted nails, wheelbarrows, shovels, pickaxes, digging bars, wood saws, claw hammer &amp; tarpaulin sheets).</b></p> <p><b>NB. All bidders are requires quoting for "AIR FRIEGHT FROM JUBA TO MALAKAL".</b></p>					
RFQ 439-20-IDHEMG	Empty sacks	pcs	480		
RFQ 439-20-IDHEMG	GI sheets, 32G, 3m long	pcs	20		
RFQ 439-20-IDHEMG	Steel Nails 6"	kg	5		
RFQ 439-20-IDHEMG	Steel Nails 5"	kg	6		
RFQ 439-20-IDHEMG	Steel Nails 4"	kg	5		
RFQ 439-20-IDHEMG	Steel Nails 3"	kg	5		
RFQ 439-20-IDHEMG	Roofing Nails with caps	kg	10		
RFQ 439-20-IDHEMG	Wheelbarrows, Datini type	pcs	2		
RFQ 439-20-IDHEMG	Shovels with handle (??)	pcs	4		
RFQ 439-20-IDHEMG	Pickaxes with handle	pcs	4		
RFQ 439-20-IDHEMG	Digging bars with sharp pointed end	pcs	2		

RFQ 439-20-IDHEMG	Wood Saw	pcs	4		
RFQ 439-20-IDHEMG	Claw Hammers	pcs	4		
RFQ 439-20-IDHEMG	Tarpaulin sheet 4 x 5m	pcs	4		
<b>Spare and Consumable</b>					
RFQ 439-20-IDHEMG	Water pump,Lombardini 15LD225 Diesel Engine, PN 3730096	PCS	1		
RFQ 439-20-IDHEMG	Fuel Filter for Lombardini 15LD225 Diesel Engine, PN 3730096	PCS	5		
RFQ 439-20-IDHEMG	Air Filter for Lombardini 15LD225 Diesel Engine, PN 217580	pcs	5		
RFQ 439-20-IDHEMG	Oil filter for Lombardini 15LD225 Diesel Engine, PN 2175181	pcs	5		
RFQ 439-20-IDHEMG	Oil Filter Gaskets for Lombardini 15LD225 Diesel Engine, PN 4400072	pcs	5		
RFQ 439-20-IDHEMG	Sump Plug washer for Lombardini 15LD225 Diesel Engine, PN 4350007	pcs	5		
RFQ 439-20-IDHEMG	Aluminium sulphate, 50kg bag	Bag of 50kg	45		
RFQ 439-20-IDHEMG	NaDCC Granules (Type of Chlorine), 50kg tine	Bucket	1		





**It Equipments – Laptop Computer and Tablet**

Lot #2	Descriptions	Unit	Qty	Unit Price (USD)	Total price (USD)
RFQ 430-20-IDHEMG	Laptop Computer Specifications - Lenovo ThinkPad T480, windows 10 pro 64 bit, Inter Corei5,Graphics adapter Intel HD graphics 620, memory 8 GB, 1 TB HDD Display 14 with MS Office 2019 and <b>Backpack (bags original)</b>	pcs	1		
RFQ 430-20-IDHEMG	Provision software (Microsoft Genuine windows, Professional Office 2019, Antivirus Kaspersky ,PDF Readers, Acrobat readers) and installation to Laptop Computer	Lots	1		
RFQ 430-20-IDHEMG	Samsung Galaxy Tab A with 7'' screen ( 16GB RAM, 5MB camera, 4GB, WIFI, Single SIM, Non-removable lion 400mAh battery, black colour with case (cover) and <b>EXTRA 32GB sandisk.</b>	pcs	1		

**Solar Lamp and Lightning Equipments Specifications**

Lot #3	Descriptions	Unit	Qty	Unit Price (USD)	Total price (USD)
RFQ 429-20-IDHEMG	D- light 530 Solar Lanterns with below specifications	pcs	228		
	<ul style="list-style-type: none"> <li>● Solar Charge intensity LED indicator</li> <li>● Solar charging even can charge in the cloudy weather</li> <li>● Multiple setting handle for flexible usage</li> <li>● Two brightness settings (standard), High efficiency integrated solar panel</li> <li>● Glow in the dark button; meets lighting global quality standards</li> <li>● Weather resistant for sun and rain, Maintenance free</li> <li>● 60,000 hours life LED, and Lifetime 5+ years (inclusive of battery)</li> </ul>				



2. **Requirements - Price and Currency:** The quotation shall be in **United States Dollars (USD)**.
3. **Submission of Quotes** - All quotations submitted should meet with all conditions specifies by the buyer (CAFOD & Trocaire in Partnership). Any deviations from the original requirements will be considered as noncompliance. All suppliers are requested to observes the condition attached to this call for quotations.

4. **Submission Address**

Bids shall be submitted to:  
**CAFOD & Trocaire in Partnership (CTP)**  
**CTP Office, Plot 19, Block XIII, P.O.Box 7,Hai Malakal**  
**Juba, South Sudan**



**Envelope should be labeled with reference no# only:**

- **RFQ 439-20 -EMG for Lot#1**
  - **RFQ 429-20- EMG for Lot#3**
  - **RFQ 430-20-EMG for Lot #2.**
5. **Registration for submission** - Please ensure that you register your hand delivered quotation and drop it in the tender box yourself in our security guards' room. Each hand delivered quotation/bid must be registered individually on the visitor's book which is available at guard's room. Unregistered quotation/bid will not be considered even if it is dropped in the tender box.
6. **Request for clarifications** - Any request for clarification must be made in writing through the email: [syiev-puol@cafod.org.uk](mailto:syiev-puol@cafod.org.uk) and must be received not later than **Monday the 7<sup>th</sup> September, 2020 at 12:00 pm Local Time.**
7. **Deadline for the submission of quotations** - The deadline for the submission of the quotes will be on **Friday the 11<sup>th</sup> September 2020, at 5:00 pm Local Time.**
8. **Conditions for invitation to bid (Mandatory criteria evaluation of suppliers)**
- Legal status - statutory business certificates and Licenses ( copy of the company's certificate of incorporation, copy of chamber of commerce registration, copy tax identification certificate, copy of certificate of operation, copy of tax clearance certificate, and bank account details (**only suppliers provided all valid legal requires document will be considered for review**))
  - Financial capacity – the latest audited report and bank statements of last 6 months
  - References - a list of references, preferably from INGOs or UN agencies, for the same services.
  - Only bidders or suppliers possessed a good track records or experiences of supplying of **the above-mentioned supplies** are required to respond.
9. **Delivery period** - **The bidders must states the exact date of delivery lead time**
10. **Quotes validity** – All quotations price will be valid for 60 days from the date of receipts of the quotations.



**11. Delivery Conditions for “WASH SUPPLIES – BOREHOLES SPARE PARTS”- DP-** (Incoterms 2010) – Caritas Diocese of Malakal (CDoM), Malakal Town, Central Upper Nile State. Delivered duty paid is a delivery agreement where the seller undertakes all the responsibility such as risks and cost related with the delivery of the “**Boreholes Spare Parts**” to the buyer location stated in the above. All cost inclusive of shipments costs, import and export duties, transportation by air charter to Malakal and taxes are bear by the seller.

**12. Notification of the results** - Only the successful and competitive bidder will be notified, and if you do not receive any email communication within three weeks after the expiry of the deadline, your bid was not successful.

**13. Language for the bids** - The language for the bids shall be English only.

**14. Disclaimer** - This is only a call for quotations and **CAFOD & Trocaire in Partnership** reserves the right to either amend or cancel it at any time with or without notice. In such cases, CAFOD & Trocaire in Partnership shall accept no liability whatsoever. The potential bidder is wholly responsible for all costs related to the preparation and submission of quotations dossiers. The decision of the CAFOD & Trocaire in Partnership Procurement Evaluation Committee (PEC) shall be final and the PEC are exercising the right invested into them by the CAFOD Supply Chain Manual.

**Acknowledgement of having read, understood Conditions attached to Call for Quotation for the Supply of Goods and Service as per attached Specifications;**

Company Name: .....

Authorised Person Name: .....

Titles or Position: .....

Signature with Company’s official Seal: .....

Date: .....



## STANDARD TERMS AND CONDITIONS

### For the supply of Goods and Services

#### 1. DEFINITION OF TERMS

- “**Buyer**” refers to CAFOD and Trocaire in Partnership (CTP) or CTP’s partner.
- “**Seller**” refers to the organisation or company or individual providing the goods and/or services.

#### 2. BASIS OF PURCHASE

##### 2.1 Offer to acquire

The Order constitutes an offer by the Buyer to acquire the Goods/Services subject to these Conditions.

##### 2.2 Application of Conditions

These Conditions shall apply to the purchase by the Buyer of the Goods/Services from the Seller to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller. The Seller shall neither seek nor accept instructions from any other authority external to the Buyer.

##### 2.3 Variations to an Order

No variation to the Order or these Conditions shall be binding unless agreed in writing between the Authorised Representatives of the Buyer and the Seller.

##### 2.4 Responsibility for Orders

The Buyer will not accept responsibility for any Order/Contract unless it is duly signed by the Authorised Representative of the Buyer.

#### 3. SPECIFICATIONS

##### 3.1 Quantity, quality, and description

The quantity, quality and description of Goods/Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification annexed to the Order/Contract.

##### 3.2 Compliance with Specifications

The Seller shall comply with all Specifications (if any) concerning the performance of the Services.

4. **PRICE**

4.1 **Calculation of Price**

The Price shall be as stated in the Order/Contract and, unless otherwise expressed in the Order/Contract or agreed in writing, shall be exclusive of any applicable value added tax or any tax of similar effect (which shall be payable by the Buyer subject to receipt of a VAT invoice or an invoice of similar effect).

4.2 **Increase in Price/Fee**

No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.

5. **TERMS OF PAYMENT**

5.1 **Invoices**

The Seller shall be entitled to invoice the Buyer on or at any time after delivery of Goods / performance of the Services (as the case may be) and each invoice shall quote the Order number.

5.2 **Payment**

Unless otherwise expressed in the Order/Contract or agreed in writing, the Buyer shall pay the Price by way of cheque or electronic transfer to the bank account of the Seller within 30 days after the end of the month of receipt by the Buyer of a proper invoice.

The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

5.3 **Instalments**

In the case of Services provided in instalments, each instalment shall be invoiced separately, and the period agreed for payment shall begin to run from the date on which each instalment of the Services is provided to the Buyer.

6. **DELIVERY OF SERVICES/GOODS**

6.1 **Date of delivery**

The Services shall be performed at the address specified in the Order/Contract on the date or within the period stated in the Order/Contract.

6.2 **Rejection or acceptance of Services**

The Buyer shall be entitled to reject any Goods/Services provided which are not in accordance with the Order/Contract and shall not be deemed to have accepted any Goods/Services until the Buyer has had a reasonable time to review the Goods/Services following provision.

6.3 **Buyer's redress**

If the Goods/Services are not provided within the time specified in the Order or (if none) within a reasonable time from the date of the acceptance of the Order then,

without prejudice to any other remedy, the Buyer shall be entitled to cancel the Order/Contract without redress subject to Condition 6.2.

## 7. COMMITMENTS AND LIABILITY

### 7.1 Seller's commitments as to Goods/Services

The Seller commits to the Buyer that the Goods/Services will be delivered/performed by appropriately qualified and trained personnel with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances. The Seller further commits that the Goods/Services comply with and shall continue to comply with provisions and requirements applicable to the supply of the Goods/Services (whether expressly or by implication) of any legislative order, directive or regulation or relevant industry standard in force at the time of provision of the Goods/Services.

### 7.2 Buyer's remedies

Without prejudice to any other remedy, if any Services are not supplied in accordance with the Order and/or Specification, then the Buyer shall be entitled:

- (a) to require the Seller to supply replacement Services in accordance with the Order and/or Specification within seven days: or
- (b) at the Buyer's sole option, and whether or not the Buyer has previously required the Seller to supply any replacement Goods/Services, to treat the Order/Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.

### 7.3 Indemnity

The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expense (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

- (a) breach by the Seller of any of the commitments set out in Condition 7 and/or these Conditions.
- (b) any claim that the Goods/Services infringe, or their use infringes, the patent, copyright, design right, trade mark or other intellectual property right or right of a similar nature, of any other party except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
- (c) any act or omission of any of the Seller's Personnel in connection with the performance of the Services.

### 7.4 Force majeure

Subject to the provisions of this Condition 7, and provided each party has complied with the provisions of Condition 7.5, neither the Seller nor the Buyer shall be liable to the other or be deemed to be in breach of the Conditions by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure arose from or was attributable to acts, events, omissions, or accidents beyond that party's control, ("**Force Majeure Event**") including without limitation acts of God, fire, flood, earthquake, storm, epidemic, war or national



emergency, acts of terrorism, civil disturbance, explosion, inability to procure or delay in procuring equipment and materials, strike, lock-out or labour dispute.

#### 7.5 **Action on occurrence of Force Majeure Event**

Any party subject to a Force Majeure Event shall not be in breach of these Conditions provided that:

- (a) it promptly notifies the other party at the email address specified in the Order of the nature and extent of the Force Majeure Event;
- (b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- (c) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event and to carry out its obligations under these Conditions and the Order in any way that is reasonably practicable.

#### 7.6 **Buyer's remedies on occurrence of Force Majeure Event \***

Failure on the Seller's part to perform any part of the Order by reason of any event or cause specified or envisaged under Condition 7.4 shall allow the Buyer complete discretion to suspend or cancel the Order without any liability to the Seller for payment.

### 8. **SELLER'S COMMITMENTS**

#### 8.1 **Labour standards**

The Seller commits to the Buyer that the Seller operates its business in accordance with the ethical trading conventions of the International Labour Organisation and, in particular, the Seller commits that:

- (a) employment is freely chosen, and that there is no forced, bonded or involuntary prison labour. Workers are not required to lodge "deposits" or identity papers with the employer and are free to leave employment after reasonable notice.
- (b) workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- (c) working conditions are safe and hygienic, and access will be provided to clean toilet facilities and potable water.
- (d) they will not engage in any practice that is inconsistent with the International Labour Organisation (ILO) Convention on the Rights of the Child.
- (e) the minimum admission for employment or work shall not be less than the age of completion of compulsory schooling.
- (f) all young workers will be protected from performing any work that is likely to be hazardous, or to interfere with the child's education, or that may be harmful to the child's health, physical, mental, social, spiritual or moral development.
- (g) wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks, whichever is higher. All

workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment.

- (h) working hours comply with national laws and are not excessive.
- (i) no discrimination is practised and, in particular, there is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation;
- (j) regular employment is provided, and the work performed is on the basis of a recognised employment relationship established through national law and practice. Obligations to employees under labour or social security laws are not avoided through the use of labour-only contracting, sub-contracting or home-working arrangements.
- (k) no harsh or inhumane treatment is allowed and physical abuse, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation are prohibited.

## 8.2 **Environmental standards**

The Seller commits that it operates an efficient system of waste management under which waste is minimised, items are recycled whenever practicable, and effective controls of waste in respect of ground, air and water pollution are adopted. In addition, the Seller commits that unnecessary use of materials is avoided, and recycled materials are used whenever appropriate.

## 9. **STATUS OF SELLER'S PERSONNEL**

### 9.1 **No employment relationship**

The relationship of the Seller to the Buyer shall be that of independent contractor and nothing in these Conditions or the Order/Contract shall render any of the Seller's Personnel as an employee, worker, agent or partner of the Buyer, and the Seller's Personnel shall not hold themselves out as such.

### 9.2 **Indemnity for Seller's Personnel**

These Conditions and the Order/Contract constitute a contract for the provision of services and not a contract of employment and accordingly the Seller shall be fully responsible for and shall indemnify the Buyer for and in respect of:

- (a) in relation to the Supplier's Personnel, any income tax, national insurance or social security contributions, and any other liability, deduction, contribution, assessment or claim. The Seller shall further indemnify the Buyer against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Buyer in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.
- (b) any liability arising from any employment related claim or any claim based on worker status (including reasonable costs and expenses) brought by any Seller

Personnel against the Buyer arising out of or in connection with the provision of the Services.

## 10. TERMINATION

### 10.1 Termination of Orders

The Buyer shall be entitled to cancel the Order in respect of all or part only of the delivery of Goods/Services by giving notice to the Seller at any time prior to delivery or performance (as the case may be), in which event the Buyer's sole liability shall not exceed the Price less the Seller's net saving of cost arising from cancellation. In addition, the Buyer shall be entitled to terminate the Order without liability to the Seller by giving notice to the Seller at any time if:

- (a) the Seller makes default in or commits a breach of the Order/Contract or of any of its obligations hereunder, or any Conditions thereof are broken or not completed by the Seller, or it is clear the Seller will be unable to complete part or the whole of the Order/Contract;
- (b) the Seller makes any voluntary arrangement with its creditors or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of solvent amalgamation or reconstruction);
- (c) a receiver, administrative receiver or other similar officer is appointed, over any of the property or assets of the Seller.
- (d) the Seller ceases, or threatens to cease, to carry on business.
- (e) the Seller is subject to any other similar event or proceedings as set out in this Condition 10;
- (f) any of the Seller's commitments set out in Condition 8 are or become false.
- (g) the Seller subcontracts the Order without the prior written consent of the Buyer;
- (h) the Seller is or becomes engaged in fraud, corruption or the support of terrorism;
- (i) the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

## 11. DATA PROTECTION

### 11.1 Compliance with legislation

The Seller shall comply with the provisions and obligations imposed on it by any applicable data protection legislation.

### 11.2 Return of Personal Data

All information relating to an identifiable individual or legal person, "**Personal Data**", acquired by the Seller from the Buyer shall be returned or deleted (at the option of the Buyer) on request.

## 12. CONFIDENTIALITY

12.1 Unless approved by the other party in writing in advance or required by law or professional advisors, both parties shall treat as strictly confidential:

- (a) the existence, provisions or subject matter of the Contract, and any Specification(s);
- (b) the negotiations relating to the Contract;
- (c) all information received or obtained as a result of entering into or performing the Contract which relates to the other party; and
- (d) the other party's know-how;

## 13. DISPUTES

### 13.1 How disputes will be handled

Any dispute shall be treated in accordance with the provisions as set out in this Section.

### 13.2 Authorised Representatives to attempt to resolve Disputes

The Authorised Representatives are and will remain authorised to settle a dispute on behalf of the party they represent. Upon a dispute arising, the Authorised Representatives shall, as soon as reasonably practicable and in any event no later than 7 days after a written request from either party to the other, meet in good faith and use all reasonable endeavours to resolve the dispute.

### 13.3 Authorised Representatives not available

If an Authorised Representative is unable to attend a meeting held pursuant to Condition 13, the party they represent may nominate a substitute to attend provided the substitute has at least the same level of seniority or managerial or directorial responsibility as the person they are replacing and is authorised to settle the relevant dispute on behalf of the party they represent.

### 13.4 Compromise agreement after resolution by Authorised Representatives

If the Authorised Representatives reach agreement on the resolution of the relevant dispute, the parties will each procure that the agreement is reduced to writing and signed by their respective duly authorised representative at which time it shall be and remain binding on the parties.

### 13.5 Initiation of court Proceedings

Neither party may initiate any court proceedings until the provisions of Condition 13 have been complied with and the parties have failed to reach agreement provided that a period of at least 14 days has elapsed since the relevant meeting of Authorised Representatives.

### 13.6 Injunctive relief

Nothing in this Condition 13 shall prevent any party from seeking injunctive or other emergency relief against the other at any time.



14. **GENERAL**

14.1 **Subcontracting**

The Seller may not subcontract the Order without the prior written consent of the Buyer, not to be unreasonably withheld, provided that the Seller guarantees the performance of the obligations of the subcontractor.

14.2 **Entire agreement**

These Conditions and the Order/Contract represent the whole and only agreement between the parties in relation to the subject matter of the Order and Conditions and supersede any previous agreement whether written or oral between all or any of the parties in relation to that subject matter.

14.3 **Governing law**

These Conditions shall be governed by the laws of the Republic of South Sudan, to whose non-exclusive jurisdiction the parties agree to submit.

**Signing the Order/Contract with these Standard Terms and Conditions attached indicates acceptance of these terms and conditions.**

**Acknowledgement of having read, understood, and accepted CAFOD's Standard Terms and Conditions for the Supply of Goods and Service as per attached Specifications;**

Company Name: .....

Authorised Person Name: .....

Titles or Position: .....

Signature with Company's official Seal: .....

Date: .....

