



TENDER DOSSIER

Date 25th/July/2023

Q-001—2023 Food items to Jie in Kapoeta East

Name of Company:		Phone number:	
Address:			
PIN number or equivalent:			
Email			

Kindly provide a quotation for the following goods or services:

Table 1: Price citation

S/N	To be completed by GEWLP	To be completed by Supplier			
		Currency of offer (\$US)			
	Description/Specifications	UoM	Q'TY	Unit Price	Total Price
FOOD ITEMS TO JIE, KAPOETA EAST IN EES					
1	Sorghum 50 Kgs bag	Bag	91		
2	Yellow beans new 50kgs	Bag	9		
3	Table Salt packet 500mg	Packets	90		
4	Cooking oil 20 liters Jerrycan	Litres	13		
	TOTAL				

TABLE 2: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows:	Your Responses (Tick appropriately)		
	Yes, we will comply	No, we cannot comply	If you cannot comply, please indicate counter proposal
Preferred Currency of Quotation: US\$			





Payment terms: GEWLP operates on a standard 30-day credit.			
Please confirm that you agree with these terms.			
Payment mode: Bank transfer.			
Delivery Lead Time: 5 working days upon purchase order/Contract signature.			
Delivery terms: DDP, Incoterms 2010			
Mode of transportation : Road			
Delivery Location: Jie			
Validity of Quotation: 60 days			
Warranty: Brand New replacement if purchase unit is delivered damaged or of inferior quality			
Liquidated Damages: 2% of contract value for every week of delay, up to a maximum duration of 2 calendar weeks. Thereafter a contract may be terminated			

Documents to be submitted

Please ensure your tender submission is accompanied by the documents listed below and in the same order of appearance. Failure to provide any of this will result in automatic disqualification.

1. Original company Pro-forma invoice with the final total cost.
2. This tender document with all sections completed, with no alteration to any of the sections, signed and stamped.
3. Valid Certificate of Incorporation (Including a copy of the updated stamp).
4. Valid business Operation license.
5. Valid Tax Clearance Certificate.
6. Documentary evidence of a minimum of 2 POs or contracts awarded and served within the past 2 year proving relevant experience in similar requirement. At least one of the POs/contracts shall be of an amount above USD 10, 000. Each purchase order/contract shall clearly indicate the type and quantities of items and technical specifications, contract amount, date, and customer's current contact details for references to be sought.

Bid Submission

All potential suppliers are required to submit the bid documents on soft copy through email: info@gewlp.org. NO PHYSICAL SUBMISSION WILL BE CONSIDERED.





ATTENTION:

Secretary, Tender Committee, GEWLP, Juba Office.

DEADLINE for submission of tenders is 15th/August/ 2023 before 12:00 PM (South Sudan local time). No bids will be received after this deadline.

EVALUATION CRITERIA.

In principle, the financial evaluation of complete and responsive offers from qualified bidders shall be conducted on the basis of the total cost and award based on the lowest price technically qualified bid. Preliminary evaluation: Non-discretionary "PASS" or "FAIL" rating based on submission of the following documents.

1. Original company Pro-forma invoice with the final total cost.
2. This tender document with all sections completed, with no alteration to any of the sections, signed and stamped.
3. Valid Certificate of Incorporation (Including a copy of the updated stamp).
4. Valid business Operation license.
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6. Documentary evidence of a minimum of 2 POs or contracts awarded and served within the past 2 year proving relevant experience in similar requirement. At least one of the POs/contracts shall be of an amount above USD 10, 000. Each purchase order/contract shall clearly indicate the type and quantities of items and technical specifications, contract amount, date, and customer's current contact details for references to be sought.

NB: Only qualified bids shall be considered for the technical evaluation. Technical Evaluation

- ✓ Responsiveness and full compliance to technical specifications.
- ✓ Completeness of bid to the requirement.
- ✓ Currency of quotation USD.

Financial Evaluation

- ✓ Financial comparison of the technically qualified bids after arithmetic analysis and award to lowest priced bidder.
- ✓ ONLY SUCCESSFUL BIDDER (S) SHALL BE CONTACTED.
- ✓ IF YOU DON'T RECEIVE ANY INFORMATION AFTER 3 WEEKS, CONSIDER THAT YOUR QUOTATION ISN'T SUCCESSFUL.

We, the undersigned, hereby accept in full the GEWLP General Terms and Conditions and hereby offer to supply the items listed above in conformity with the requirements of GEWLP as per details provided above





For the supplier Name:	
Title:	
Signature and stamp:	
Date:	

GEWLP TERMS AND CONDITIONS OF PURCHASE

ARTICLE 1: GENERAL PROVISIONS

The following general Terms and Conditions apply to all orders placed by ("GEWLP") with a supplier. The term "order" refers to any GEWLP purchase order or contract. Upon acceptance of the order, the supplier shall be entirely bound by the provisions of these Terms and Conditions which will prevail over any additional or differing terms in the supplier's terms of sale. This Agreement may only be varied with the written consent of GEWLP and any specific terms and conditions in the purchase order or contract will prevail over these terms and conditions.

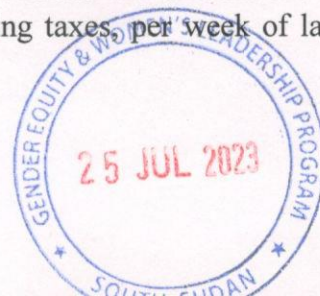
ARTICLE 2: DELIVERY

Except if otherwise specified in writing in the purchase order or contract, all orders will be delivered carriage and insurance paid (CIP), or in conformity with the Incoterms 2010 specified on the purchase order. Goods will remain the sole responsibility of the supplier until the delivery note has been signed by GEWLP or by the forwarding agent appointed by GEWLP.

All orders will be delivered in full, unless GEWLP has agreed to partial deliveries in writing. All deliveries will be accompanied by a delivery note mentioning the purchase order reference or contract numbers, complete descriptions and quantities of goods delivered, and batch or serial numbers if applicable. GEWLP reserves the right to request additional documentation such as certificates of analysis and/or certificates of origin for goods delivered. Should the point of delivery be different to the billing address, a copy of the delivery note and shipping documentation will be sent to the ordering entity at least 24 hours before expedition of the goods. GEWLP reserves the right to refuse any goods delivered in excess of quantities ordered. Excess quantities will be returned to the supplier at their own risk and cost.

ARTICLE 3: DELIVERY TIMES

Delivery times and delivery dates appearing on the purchase order or contract are binding. If contractual delivery times are not respected, GEWLP May, in accordance with the law, apply late delivery penalties without prejudice to the cancellation clause. These penalties will amount to two percent (2 %) of the total amount of the undelivered goods, excluding taxes, per week of late





delivery. If goods have not been delivered within ten (10) calendar days after the contractual delivery date, GEWLP reserves the right to cancel the order for undelivered goods without notice or payment to the supplier.

ARTICLE 4: COMPLIANCE

A delivery will only be considered as compliant after verification and acceptance by GEWLP. Non-compliant goods can be refused, without written prior agreement from the supplier, and returned by GEWLP at the supplier's cost and risks within fifteen (15) calendar days of delivery. After this time GEWLP will be responsible for costs incurred returning the goods. GEWLP may also demand that the goods be brought up to standard or replaced within fifteen (15) calendar days of receipt of a written request from GEWLP, that the total price be refunded, or the cancellation of the order in its entirety. All delivery prices include packaging charges. No deposit can be applied to packaging without prior written agreement from GEWLP. If such an arrangement is agreed, details of the deposit will be clearly explained on all delivery slips and invoices.

ARTICLE 5: PACKAGING

The supplier agrees to supply goods and services that comply with technical specifications defined by GEWLP, official standards and, in all cases that comply with good professional practice in the sector in question. Packaging must be compliant with the quality standards required by the nature of the goods, and their transport, storage and handling, in order that they are delivered in perfect condition.

ARTICLE 6: WARRANTY

The supplier guarantees that goods will be delivered undamaged and free from defects, contamination or unreasonable wear, and that they will comply with their destined usage. The supplier provides, at no additional charge, a 12-month guarantee (spare parts, Labour and travel costs) for delivered goods commencing on the date of acceptance by GEWLP. Any replacement or repair of goods by the supplier will renew the guarantee for a further twelve (12) months beginning on the date of acceptance by GEWLP of the replaced or repaired goods. The supplier guarantees that any replacement parts will be provided at short notice, and an after-sales service will be guaranteed for five (5) years from the initial delivery date.

ARTICLE 7: DANGEROUS OR PERISHABLE GOODS

The supplier agrees to inform GEWLP of the precautions, instructions, recommendations and applicable restrictions for the transport, warehousing and handling of perishable or dangerous goods. The supplier agrees to provide all required official documentation for perishable and dangerous goods, particularly for international shipping. Product expiry dates must be displayed clearly and permanently on packaging. The supplier guarantees that the remaining shelf life of the product at the time of delivery is longer than eighty percent (80 %) of its total initial shelf life.

ARTICLE 8: LIABILITY





The supplier is entirely liable for the delivery of goods in compliance with the terms and conditions of the purchase order or contract, and with the laws, regulations, recommendations, standards and good professional practices applicable to the sector. The supplier is solely liable for any damage caused by its staff or sub-contractors during the execution of the purchase order or contract. The supplier agrees to hold a valid civil liability insurance policy for the entire duration of their contractual agreement with GEWLP.

ARTICLE 9: ORDER CANCELLATION

Any order unfilled by the supplier or non-compliant with one or several of their contractual obligations may be lawfully cancelled by GEWLP if the failure to comply is not addressed in the fourteen (14) calendar days following formal notification by GEWLP by registered mail with acknowledgement receipt. GEWLP will notify the supplier in writing of the cancellation, which will take effect to the sole detriment of the supplier, and this notwithstanding all damages suffered or incurred by GEWLP.

ARTICLE 10: PRICE

Unless stipulated otherwise by GEWLP, the prices indicated on the purchase order are firm and not subject to change. They include all costs associated with the manufacture, packaging, loading, shipping and unloading of the goods. Prices for goods to be exported outside the European Union do not include VAT.

ARTICLE 11: INVOICING AND PAYMENT

Two copies of all invoices will be issued and sent to the GEWLP office that sent out the order within seven (7) calendar days of delivery. If several orders are contained in one delivery, a separate invoice will be issued for each order. All invoices will feature the exact references of the delivery note and the order to which they correspond. Unless stated otherwise on the purchase order or contract, payments are to be made by bank wire transfer within THIRTY (30) days from the end of the month during which the invoice was received.

ARTICLE 12: LEGAL and ETHICAL ASPECTS

GEWLP reserves the right to refuse an order at any time if the supplier or one of its sub-contractors provided material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates or is found guilty of fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or immoral Human Resources practices, such as the use of Child Labour or overriding basic social rights and work conditions or the standards defined by the International Labour Organization (ILO1), particularly in terms of non-discrimination, freedom of association, payment of the legal national minimum wage, no forced Labour, and the respect of working and hygiene conditions. GEWLP reserves the right to use international supplier' screening tools to check the supplier's record with regards to their possible involvement in illegal or unethical practices Furthermore,





GEWLP is committed to limiting its environmental impact to a minimum and expects its suppliers and service providers to adopt a similar policy.

ARTICLE 13: APPLICABLE LAW AND JURISDICTION

GEWLP purchase orders and contracts are governed by South Sudan law. Any dispute between the supplier and GEWLP with regards to the interpretation, execution and cancellation of an order will preferably be resolved amicably. Otherwise, all litigation will be handled exclusively by the courts of South Sudan.

SUPPLIER CODE OF CONDUCT

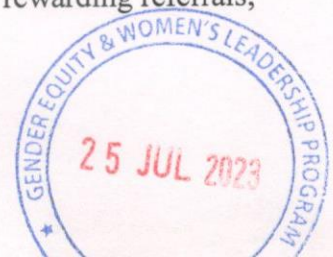
GEWLP is committed to complying with all laws and regulations that apply to our operations in a manner consistent with the highest professional and ethical standards. As a GEWLP supplier, you play an integral role in helping us achieve these goals. We created this Supplier Code of Conduct to communicate the minimum standards by which all GEWLP suppliers are expected to conduct themselves when providing goods or services to our system. Please note GEWLP may establish guidelines that are more restrictive than those described in this document. It is your responsibility to share this Supplier Code of Conduct with all personnel who may be engaged in conducting business activities with GEWLP.

Respectful Behaviors and Relationships. All suppliers are expected to treat those they work with in GEWLP with honesty, dignity and respect. This includes maintaining a positive and courteous customer service orientation, speaking professionally and respectfully, and responding to requests for information or assistance in a timely manner.

Essential Services and Business Continuity. If a supplier's services are deemed vital to GEWLP's ability to provide goods and services to beneficiaries and persons of concern, supplier must agree to develop, test and implement business continuity and disaster recovery plans. Suppliers are also expected to implement adequate security safeguards to prevent cyber security interruptions.

Gifts GEWLP recognizes that the cost of gifts, including meals, entertainment, and social activities provided by suppliers is ultimately borne in the cost of products and services we purchase. Consistent with our mission to be faithful stewards of our resources, GEWLP discourages suppliers from providing any gifts or other items of value to our colleagues or contractors working in GEWLP facilities ("GEWLP Personnel"). The following items are never acceptable:

- Gifts given to GEWLP Personnel for the purpose of influencing a purchasing and contracting decision;
- Gifts that reasonably could be perceived as a bribe, payoff, deal, or any other attempt to gain a competitive advantage;
- Cash or items redeemable for cash such as checks, gift cards, stocks, etc.;
- Gifts to or from government representatives;
- Gifts or other incentives given for the purpose of encouraging or rewarding referrals;





- Gifts that may violate a law or regulation.

The above requirements do not apply to meals and refreshments provided in connection with a conference or other educational program sponsored by a supplier for the benefit of all attendees.

Sponsored Events: GEWLP colleagues may attend supplier sponsored local or out-of-town programs, workshops, seminars and conferences that have a legitimate educational purpose or otherwise support GEWLP business objective (e.g. product training) provided such events are infrequent (i.e. no more than once annually) and GEWLP, not the supplier, pays for any related travel and overnight lodging costs.

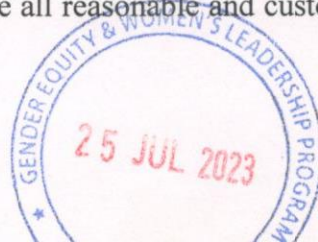
Fundraising: As a tax-exempt, NNGO, GEWLP may solicit charitable contributions to support our livelihood, wash, protection, peace building, and education and health programs. Only GEWLP specific departments responsible for fundraising activities may solicit such gifts. GEWLP colleagues with responsibilities for ongoing business relationships with suppliers, including the negotiation or selection of suppliers, are prohibited from solicitation and fund-raising activities with suppliers. Other than legitimate fund-raising activities as described above, GEWLP colleagues are not allowed to solicit gifts, entertainment or meals from suppliers at any time. Suppliers who encounter situations where GEWLP colleagues are in violation of this policy are expected to contact GEWLP Integrity & Compliance Line at +211924000192

Conflicts of Interest: Conflicts of interest, in which a GEWLP board member, leadership team, or colleagues' relationship (e.g., employment, investment or other connection) with a supplier conflicts, or could appear to conflict, with GEWLP's business interests, must be disclosed. GEWLP does not permit persons with conflicts of interests to make purchasing decisions. In addition, GEWLP colleagues are not permitted to work for a supplier if GEWLP is a customer of the supplier. We expect our suppliers to bring any actual, potential, or perceived conflicts of interest to the attention of a GEWLP high-level representative (other than the person who has a relationship with the supplier) in a timely manner.

Compliance with Laws – Suppliers are required to conduct their business activities in compliance with all applicable laws and regulations, including laws applicable to individuals and entities operating in South Sudan

Privacy and Security: South Sudan laws require GEWLP and our suppliers to maintain the privacy and security of GEWLP protected health information (PHI). Suppliers are responsible for ensuring all supplier personnel who provide services to GEWLP be aware of and familiar with the requirements of both the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security.

Rules and, where applicable, those state laws that provide more stringent protection of PHI. Suppliers are also responsible for ensuring all supplier personnel who provide services to network connected devices receive role-appropriate periodic training and assessments (at least annually) on cyber security. In addition, the supplier is responsible to ensure all reasonable and customary





industry accepted actions are taken to ensure their respective devices are protected and malware free prior to installation and or use. If a supplier's business relationship with GEWLP will require access to or usage of PHI, the supplier will be required to sign a Business Associate Agreement with us.

Infection Control Policies: Supplier personnel whose activities require access to direct patient care environments are required to adhere to GEWLP infection control policies applicable to the organizations visited.

Eligibility to Participate in GEWLP Programs: GEWLP will not conduct business with any supplier listed on the United Nations list of suspended and removed vendors

Fraud, Waste and Abuse (FWA) GEWLP will promptly investigate any reports of alleged violations of law, regulations or GEWLP policies involving supplier or a supplier's personnel, including Allegations of FWA involving GEWLP programs. Suppliers are expected to fully cooperate in such investigations and, where appropriate, in taking corrective actions in response to confirmed violations. These laws also protect "whistle-blowers", people who report noncompliance or fraud, or who assist in investigations, from retaliation. GEWLP policy prohibits retaliation of any kind against individuals exercising their rights under the Federal False Claims Act or similar state laws.

Environmental Purchasing Policy: GEWLP is committed to purchasing products and services whose environmental impacts are healthier for the environment and human health. GEWLP expects suppliers to develop price competitive, environmentally sound, and safe products and services that help us achieve these objectives.

Supplier Diversity Program: GEWLP has a long tradition of support for programs that foster diversity in our organization, and in our communities. Where applicable, GEWLP expects its suppliers to mirror our commitment, through subcontracting opportunities with diverse businesses and providing information to GEWLP on supplier diversity when requested.

Visitor Policy: When visiting GEWLP facilities, suppliers must comply with applicable GEWLP visitor policy, including but not limited to, infection control policies. Supplier representatives are required to schedule appointments and must register prior to visiting GEWLP premises. Representatives will be required to state the area to be visited, and visits must be restricted to those location(s) only. Visitor badges provided by the facility must be worn at all times.

Product Samples: With the exception of drug samples provided to a public health Centre or clinic, supplier product samples may not be provided without the advance review and approval of Supply Chain Management.

Publicity: Suppliers are not permitted to distribute advertising, press releases, or any other general public announcement regarding its products or services to GEWLP facilities unless you have obtained prior written authorization from an authorized GEWLP management employee.





Business Record Retention: GEWLP requires suppliers to retain and make available records related to business with GEWLP in accordance with applicable law, regulation, and contract requirements. GEWLP also requires suppliers to retain and make available known cyber security vulnerabilities, as well as, mitigations for devices purchased from supplier.

Resources: For more information on GEWLP policies and programs visit GEWLP web site at <http://www.gewlp.org> Code of Conduct and Integrity & Compliance Line, GEWLP Code of Conduct describes behaviors and conduct expected of all GEWLP Personnel. Suppliers may use the Integrity & Compliance Line to report any actual or suspected violations of this Code of Conduct including FWA matters, safety concerns, or other matters, on an anonymous basis without fear of retaliation. The Integrity & Compliance Line is available during working hours each day, 9.30am-5.00pm at +211924000192

Supplier Authorized Representative

We..... have read and understood the above GEWLP supplier code of conduct and GEWLP Terms and Conditions. We commit and pledge to uphold it in its entirety without any alterations.

Signed on behalf of the Vendor.....

Date.....

Stamp

