MALARIA CONSORTIUM SOUTH SUDAN

REQUEST FOR PROPOSAL (RFP) FOR PROVISION OF VEHICLE HIRE TO BE USED DURING THE LLIN DISTRIBUTION IN AWEIL NBEG STATE

SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS

A. Malaria Consortium

Malaria Consortium is one of the world's leading non-profit organizations dedicated to the comprehensive control of malaria and other communicable diseases in Africa and Southeast Asia. Malaria Consortium works with communities, government and non-government agencies, academic institutions, and local and international organizations, to ensure good evidence supports delivery of effective services, providing technical support for monitoring and evaluation of programs and activities for evidence-based decision-making and strategic planning. The organization works to improve not only the health of the individual, but also the capacity of national health systems, which helps relieve poverty and support improved economic prosperity.

Malaria Consortium is committed to obtaining a fair value for services received with a competitive price and timely delivery of the right quantities at the right quality.

B. Administrative Information

B1) It is the intent of this RFP to secure competitive proposals to select a transportation services agency to transport malaria Consortium staff during the LLIN distribution exercise within the Counties in Aweil NBEG, as per clause C14.

B2) All completed bids should be submitted by either email to tenders@malariaconsortium.org with the following reference in the subject: ‘MC-SS-Aweil-01-2023 Transportation Services’, or submitted by hand delivery (in a sealed envelope) to the below address:

Malaria Consortium Juba Office
Attention: Country Finance Manager
Plot#23, Goshen Building Juba, South Sudan
B3)  Bids must be received by **Wednesday 4th Jan 2022 at 17:00 (5pm)**. Bids submitted after the deadline will **NOT** be accepted.

B4)  Bids opening will take place **Monday 9th Jan 2023 at 10:00am in Malaria Consortium Juba Office**. Vendors are welcome to witness the bid opening.

B5)  Questions must be sent by email to tenders@malariaconsortium.org with the following bid reference in the subject: ‘MC-SS-Juba-01-2023 Transportation Services-Question’

B6)  Malaria Consortium shall notify the winning bidders in writing within seven (7) working days of the bid opening. Malaria Consortium is under no responsibility to release the identity or contract terms of the winning vendor.

B7)  The submitted proposal shall include the following information. Failure to supply all requested information or comply with the specified formats will disqualify the bidder from consideration.

   i)  Signature to confirm compliance with Malaria Consortium’s Policies (section F)

   ii) Copy of business registration documents (proof of legal operation in South Sudan).

   iii) Technical Proposal with the following details

      a.  Range and depth of company experience

      b.  At least three relevant client reference for similar contracts

      c.  Relevant insurances, including truck fire, theft and 3rd party insurance, and insurance for loss or damage to cargo

      d.  Capacity and resources available to deliver, including

          • number and sizes of owned trucks and their permanent base of operations

          • number and sizes of any subcontracted trucks, their permanent base of operations and the name of the subcontractor and their contractual relationship with the bidder

          • numbers of full time and temporary drivers and their permanent base of operations.

      e.  Proposed detailed logistics plan for delivery to all locations as per the details provided in section C (including number and sizes of vehicle per route and plan for delivery within the timescale as outlined in clause C14).

      f.  Acceptance of the proposed payment terms as per section D

   iv)  Pricing proposal in USD, with total cost estimate for the freight services.

B8)  Malaria Consortium reserves the right to accept or reject any or all bids, and to accept the bid deemed to be in the best interest of Malaria Consortium, and is not bound to accept the lowest priced bid submitted.
B9) Malaria Consortium reserves the right to award contracts to multiple vendors if deemed to be in its best interest.

B10) The award criteria shall be based on the proposals overall response and “value for money” while taking into consideration donor and internal requirements and regulations. The award will be determined by a committee of Malaria Consortium employees.

B11) The successful vendor shall receive a contract for the period of the services required, which can be extended upon agreement of both parties.

B12) The language for communications and required documents is English.

C Technical Requirements & Specifications

C13) Malaria Consortium requires transport services to transport LLIN staff during the 2023 National LLIN distribution campaign in Aweil NBEG, Therefore Malaria Consortium is requesting for a company with following type of vehicle to provide in their proposal as per below

1. **Toyota Land cruiser hardtop 5 or 3 door**

C14) The following table outlines relevant logistics planning data to support financial proposals.

<table>
<thead>
<tr>
<th>Pickup Location</th>
<th>Vehicle movement within the areas below</th>
<th>Estimated of days required for the vehicle to be working</th>
</tr>
</thead>
<tbody>
<tr>
<td>Malaria Consortium Office, Aweil Town</td>
<td>Aweil Centre (Aroyo)</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>Aweil West (Nyamlel)</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>Aweil North (Gog Machar)</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>Aweil East (Mabil)</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>Aweil South (Malek alel)</td>
<td>26</td>
</tr>
</tbody>
</table>
C15) The transportation of staff is expected to start on the 20th Jan 2023 to June 2023

C16) The vendor will be responsible for:

- Providing a vehicle with full registration including driver and fuel to Malaria Consortium on request by the team leader.
- Maintaining safety of Malaria Consortium staff during the transportation process
- Maintaining, updating vehicle logbook from start and end of each location covered.

C17) In the occurrence of a vendor transport vehicle breakdown or malfunction, the vendor will agree to have replacement transport vehicles at the site of breakdown within two (2) hours or, have it repaired to operational status within two (2) hours of the vehicle breakdown. If a delivery is estimated to be delayed by more than three (2) hours after agreed time slot, the vendor will inform Malaria Consortium.

C18) It is required that the selected Vendor subscribe to an insurance to cover staff travelling on the vehicle.

D Payment Terms

D19) Malaria Consortium will make payment 30 days after presentation of signed logbook and invoice outlining any deductions for loss, damage or late delivery.

D20) All payments shall be made in (United States Dollar) by bank transfer into a company bank account

D21) The evaluation criteria as outlined in section E will be used to evaluate bids.

D22) The final contract will include penalty clauses for late delivery, and clauses to deduct penalties and/or the cost of lost or damaged supplies from payments.

E RFP Evaluation Criteria

For the proposal to be considered technically compliant, the proposer must achieve a minimum score of 50%. Proposals, which do not meet the minimum score will be given no further consideration. In addition, clarity and completeness of presentation will be considered during the evaluation.
<table>
<thead>
<tr>
<th><strong>Technical Criteria</strong></th>
<th>45%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Understanding of, and responsiveness to Malaria Consortium’s requirements</td>
<td>20%</td>
</tr>
<tr>
<td>Compliance with Malaria Consortiums Policies (Section F)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Copy of business registration documents (proof of legal operation in the country)</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Technical proposal</td>
<td>5%</td>
</tr>
<tr>
<td>• Proposed services/products that demonstrate an understanding of Malaria Consortiums requirements</td>
<td></td>
</tr>
<tr>
<td>• Demonstrated quality of the product or service</td>
<td></td>
</tr>
<tr>
<td>Company Experience</td>
<td>15%</td>
</tr>
<tr>
<td>• Range and depth of company experience</td>
<td></td>
</tr>
<tr>
<td>• At least three relevant client reference for similar contracts</td>
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</tr>
<tr>
<td>• Relevant internal good practice policies</td>
<td></td>
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<tr>
<td>• Relevant insurances</td>
<td></td>
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<tr>
<td>• Evidence of approval from relevant authority to provide transportation services</td>
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<tr>
<td>• Capacity and resources available to deliver, including the relevant geographic area</td>
<td></td>
</tr>
<tr>
<td>• Acceptance of the proposed payment terms</td>
<td></td>
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<tr>
<td>Compliance with Malaria Consortiums Policies</td>
<td>10%</td>
</tr>
<tr>
<td>Financial Competitiveness</td>
<td>55%</td>
</tr>
<tr>
<td>Pricing proposal, with total cost estimate for the services, with cost breakdown</td>
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</table>
F Declaration by the Bidder:

I/we, the Bidder, hereby confirm compliance with the following (which are attached to this RFP):

- Malaria Consortium Terms and Conditions of Purchase
- Malaria Consortium’s Anti-Bribery Policy
- Malaria Consortium’s Anti-Fraud and Anti-Corruption policy
- Malaria Consortium’s Safeguarding policy

I/we also confirm that Malaria Consortium may in its consideration of our offer, and subsequently, rely on the information provided in this document.

I (Name) __________________________ (Title) __________________________ am authorized to represent the above-detailed company and to enter into business commitments on its behalf.

Company …………………………. Date ……………………….
Malaria Consortium Terms and Conditions of Purchase

1 Definitions and Interpretation
These terms and conditions (the Conditions) form part of the contract between the supplier (the Supplier) and Malaria Consortium ("Malaria Consortium"), in relation to the purchase order or Agreement (the Order) (the Order and the Conditions are together referred to as the Contract). Terms not otherwise defined herein shall have the meaning given to them in the applicable Order.

2 Quality and Defects
2.1 The goods and or services shall, as appropriate:
   a) correspond with their description in the Order and any applicable specification;
   b) comply with all applicable statutory and regulatory requirements;
   c) be of the highest quality and fit for each purpose held out by the Supplier or made known to the Supplier by Malaria Consortium;
   d) be free from defects in design, material, workmanship and installation; and
   e) be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

2.2 Malaria Consortium (including its representatives or agents) reserves the right at any time without the provision of prior notice to audit the Supplier's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

3 Ethical Standards
3.1 The Supplier shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation including in the areas of child labour and forced labour.

3.2 The Supplier, its suppliers and sub-contractors shall comply with all environmental, public health & safety, and product safety statutory and regulatory requirements and standards, shall not in any way be involved in the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose

3.3 The Supplier shall comply with the following Malaria Consortium Policies, copies of which are available on the Malaria Consortium website and at https://www.malariaconsortium.org/pages/governance/policies.htm: Anti Bribery Policy, Anti-Fraud and Anti-Corruption Policy, Anti-Money Laundering and Terrorist Financing Policy, Code of Conduct, Safeguarding Policy and Whistleblowing Policy.

4 Delivery / Performance
4.1 The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Order, and in either case during Malaria Consortium's usual business hours, except where otherwise agreed in the Order. Time shall be of the essence in respect of this Condition 4.1.

4.2 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Order, the Supplier shall give Malaria Consortium reasonable written notice of the specified date.
4.3 Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to Malaria Consortium or its agents at the address specified in the Order.

4.4 Risk of damage to or loss of the Goods shall pass to Malaria Consortium in accordance with the relevant provisions of Incoterms rules as in force at the date the Contract is made or, where Incoterms do not apply or are not stated in the Order, risk in the Goods shall pass to Malaria Consortium on completion of delivery.

4.5 Malaria Consortium shall not be deemed to have accepted any Goods or Services and shall retain its right to reject such Goods and Services until Malaria Consortium has had reasonable time to inspect them following delivery and/or performance by the Supplier and signed to confirm acceptance.

4.6 Malaria Consortium shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at Malaria Consortium's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, Malaria Consortium may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense and the Supplier shall repay to Malaria Consortium any amount paid in relation to such Goods or Services.

5 Indemnity
The Supplier shall indemnify Malaria Consortium in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by Malaria Consortium as a result of or in connection with any act or omission of the Supplier or its employees, agents or subcontractors in performing its obligations under this Contract, and any claims made against Malaria Consortium by third parties (including claims for death, personal injury or damage to property) arising out of, or in connection with, the supply of the Goods or Services or a breach of Clause 2.

6 Price and Payment
Payment in arrears will be made as set out in the Order unless otherwise stated in the contract and Malaria Consortium shall be entitled to off-set against the price set out in the Order all sums owed to Malaria Consortium by the Supplier.

7 Supplier's Warranties
7.1 The Supplier warrants to Malaria Consortium that:
   a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party’s rights;
   b) it will not and will ensure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of Malaria Consortium; and
   c) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for Malaria Consortium to expect in all the circumstances.

8 Force majeure
8.1 Neither the Supplier nor Malaria Consortium shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is
beyond that party's reasonable control and was not reasonably foreseeable at the date of the Order (a "Force Majeure Event") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.

8.2 If any Force Majeure Event prevents the Supplier from carrying out its obligations under the Contract for a continuous period of more than 30 days, Malaria Consortium may terminate the Contract immediately by giving written notice to the Supplier.

9 General

9.1 The Supplier shall not use Malaria Consortium's name, branding or logo other than in accordance with Malaria Consortium’s written instructions or authorisation.

9.2 The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without Malaria Consortium’s prior written consent.

9.3 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified in writing from time to time. For the purposes of this Condition, "writing" shall include e-mails and faxes.

9.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

9.5 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.

9.6 A person who is not a party to the Contract shall not have any rights under or in connection with it.