



18 JULY 2017

## MALARIA CONSORTIUM SOUTH SUDAN

### REQUEST FOR PROPOSAL (RFP) LOGISTICS CONSULTANT IN SOUTH SUDAN

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#### SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS

##### A. Malaria Consortium

###### GENERAL INFORMATION:

Malaria Consortium South Sudan is committed to reducing the burden of Malaria, communicable and neglected tropical diseases in the Country, drawing on a profound level of knowledge and expertise in these issues. We work with a wide range of partners including the Government of South Sudan and affected communities. Our areas of focus include;

- Malaria prevention, diagnosis and care
- Community level management of common childhood illness (ICCM)
- Nutrition
- Health System Strengthening
- Treatment and mapping of neglected tropical diseases
- Operational health research
- Policy, strategy and guideline development

###### COUNTRY AND PROJECT BACKGROUND:

In addition to our malaria control work our five core programs in South Sudan are; the provision of community level treatment for childhood diseases for diarrhoea, pneumonia and malaria through integrated Community Case Management (iCCM); nutrition for children aged under five including emergency nutrition and SMART surveys; Health Systems Strengthening including HMIS and IECHC training at County Health Department level; LLIN mass distribution. We also work with the MoH on policy and guideline development.

We have an office in Juba and a large sub office in Aweil, Northern and Western Bar el Ghazal. In the FY2017, South Sudan had an annual program value of nearly \$5M and 100 staff members.

##### B Administrative Information

- B1) It is the intent of this RFP to secure competitive proposals to select a Field Logistics Manager consultancy for our operations in our Aweil Office in South Sudan.

- B2) Vendors shall submit **bids** addressed to:
- Andrew Parkes, Malaria Consortium Global Operations Manager: a.parkes@malariaconsortium.org**
- B3) Bids must be received by **3 August 2018 at 16h00 UK time**. Bids submitted after the deadline will **NOT** be accepted.
- B4) Malaria Consortium shall notify the winning bidders in writing within fourteen (14) working days of the bid opening. Malaria Consortium is under no responsibility to release the identity or contract terms of the winning vendor.
- B5) 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) Completed Bidder Response Document, including the following attachments
    - a. Signature to confirm compliance with Malaria Consortiums Policies (section 3)
    - b. List of NGO clients and prior NGO employers plus any recommendations (section 2)
    - c. Detailed list of services that meets or exceeds our criteria
    - d. Updated CV limited to 2 pages, with only details of relevant previous experience.
  - ii) Proof of legal authorization to work in South Sudan
  - iii) Pricing proposal based on the details provided in this RFP
- B6) 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.
- B7) Malaria Consortium reserves the right to award contracts to multiple vendors if deemed to be in its best interest.
- B8) 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.
- B9) All bidders will be verified against the following sanctions lists:
- UK Treasury List
  - EC List
  - OFAC List
  - Public Procurement and Disposal of Public Assets Authority
- B10) The successful vendor shall receive a contract for the period of the services required, which can be extended upon agreement of both parties.
- B11) The language for communications and required documents is English.

## **C Technical Requirements & Specifications**

- C12) Lot 1: Management & Administration of Logistics Functions:

- Directly line manage support staff within the logistics team including procurement and health and commodity officers, mechanics, drivers, and guards to ensure effective program implementation.
- Oversee day-to-day Aweil administrative activities related to Aweil logistics deliverables
- In collaboration with IT & Assets Management Officer, ensure the allocation, use of and tracking of all Aweil assets and equipment, and proper disposal of damaged and useable assets,
- Ensure all assets including assets received as donations assets are accurately recorded in MC NAV system
- Working with Aweil Field Coordinator ensure smooth running of guesthouse and office including supervision of guards, cooks and/or cleaners, as well as, all parts of plumbing systems, electric systems, generators and compound buildings are fully functioning and in good condition at all times. Take immediate action for repairs as needed.
- Work cooperatively and harmoniously with partners and colleagues to strengthen MCSS supported programs in every way possible.
- Attend relevant local logistics coordination meetings.
- Ensure correctly completed stock and asset checks are carried out on a monthly basis and conducted in accordance with MC stock and asset check policy

C13) Lot 2: Procurement and Supply Management:

- Working in close coordination with field managers to create, implement and regularly update procurement and logistics plans in support of the timely delivery of program activities
- Responsible for overseeing the transport of materials and ensuring that proper documentation is complete.
- Ensure documentation around stock movement and management including Waybills, GRNs, COCs, Disposal and Donation certificates, Stock Requisitions, Spot Check tools, etc., are properly completed, signed and filed in the local Stock Management Folder, with COCs, Donation and Disposal Certificates, Asset and Stock Spot Checks are filed on the MC Intranet
- Support Aweil Logistics staff to ensure all Aweil stock movement is updated correctly in timely manner into MC NAV system.
- Ensure all Aweil Procurement is updated correctly in timely manner into MC NAV system.
- Manage Aweil logistics staff to ensure efficient stock management and procurement.
- Ensure the safe arrival and complete delivery of items and services to their destinations, as well as efficient receipt and inspection of items and services upon arrival.
- Conduct price list surveys on an ongoing bases and act liaison and negotiator for vendors in support of procurement strategy development.
- Generate supplier and service provider contracts and framework agreements.
- Support annual demand planning based on informed understanding of technical program activity plans and log frames.
- Liaison with partners, Logs Cluster, and colleagues to identify procurement and supply chain solutions and improvements.

C14) Lot 3: Systems and Procedures:

- Ensure Malaria Consortiums operations procedures are in place, and Malaria Consortium policy compliance for all Aweil based procurement, warehouse, asset and fleet management.
- Assist Field Coordinator to manage security related communication protocols.
- As needed, partner and/or coordinate with government offices to ensure adherence to government offices policy and procedures.

C15) Lot 4: Fleet Management:

- With support of Aweil Fleet and Transport Officer, hold direct responsibility for ensuring proper management of all Aweil fleet and effective supervision of drivers and mechanics as detailed below.
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- Supervise drivers to ensure that all fleet records are organized, accurate and recorded regularly
- Maintain a maintenance plan for routine maintenance of generators, motorbikes, vehicles, non-IT office equipment and ensure maintenance plan is followed.
- Ensure drivers are appropriately trained, carrying valid driver's license, driver vehicle handling accountability, overall adherence to transport policy including supervision of logbooks, vehicle registration and insurance, daily vehicle checks, generate monthly fuel consumption reports, maintenance reports, etc.
- Oversee logistics staff to provide effective oversight to ensure the maintenance of and adherence to vehicle scheduling system including daily movement board, circulation of weekly driver schedule, trip authorization, etc.

**D Pricing Proposal**

D16) The vendor shall provide the daily rate in USD, and bill Malaria Consortium for the work done on a monthly basis. An initial advance up to 50% of the first month's daily rate can be requested by the vendor.

D17) Malaria Consortium will make payment within 30 days after presentation of an invoice and after Malaria Consortium has signed off on a Certificate of Completion for the work done for the payment period.

D18) All payments shall be made in USD by bank transfer.

D19) The evaluation criteria as outlined in Appendix 1 will be used to evaluate bids.

## Appendix 1 Evaluation Criteria

	<b>POINTS</b>
<b>1. Technical Proposal</b>	
1.1 Understanding of professional experience related to technical requirements and specifications outlined in section C	40
1.2 Client references	20
1.3 Compliance with Malaria Consortiums Policies (Section 3 in the BRD)	10
<b>Total for Technical Proposal</b>	<b>70 Points</b>
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<b>For the proposal to be considered technically compliant, the proposer must achieve a minimum score of 40 points.</b> Proposals, which do not meet the minimum score will be considered technically non-compliant and will be given no further consideration. In addition, clarity and completeness of presentation will be considered during the evaluation.	
<b>2. Financial Proposal</b>	<b>30 Points</b>
With clear and exact description of the services to be provided	
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<b>Total Technical and Financial</b>	<b>100 Points</b>
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## Malaria Consortium Terms and Conditions of Purchase

1. The bid documents and subsequent correspondences constitute part of this contract
2. The vendor shall keep all proprietary information accessed confidential and will not use this contract or any other related items such as the logo of Malaria Consortium for any other business without the prior approval of Malaria Consortium.
3. It is agreed that at minimum a quarterly review meeting will be held between senior representation of both Malaria Consortium and the vendor to review performance of this contract. Each parties agrees to cover the cost of the meetings independently.
4. The vendor agrees to produce a statistical report to Malaria Consortium at the end of every month.

### **Payment and Fess Condition:**

5. The vendor agrees to honor the pricing terms presented in the RFP response for the period of the resulting contract
6. All payments will be made in the agreed currency in accordance with the agreed payment terms with the following supporting documents;
  - a. The purchase order confirming the supply of goods/services from an authorized Malaria Consortium staff member as set out in the contract showing the price.
  - b. A signed proof of delivery of the goods/services ordered by the Malaria Consortium.
7. The vendor provider will give a proper and immediate update on any promotional fares when introduced for the goods/services and also facilitate Malaria Consortium to benefit from it.

### **Force Majeure**

8. If the performance of the resulting contract is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure which will mean any event beyond the control of the party affected including inter alia, Acts of God, Acts of regulation or Laws of Government or similar authority, war, civil commotion, destruction of facilities or materials by fire, earthquake or storm, labor disturbances, epidemics, failure of public utilities, then the party so affected will immediately notify the other in writing.
9. Upon acceptance in writing by the other party of the existence of any such event, or if the other party has failed to respond within 5 working days, the obligations of both parties will cease or shall be suspended for an appropriate period of time to be arranged between the vendor and Malaria Consortium.

### **Cessation and Suspension of Obligations**

10. In the event of the cessation of obligations Malaria Consortium is obliged to pay any sum due or outstanding based on the number of goods/services to have already been issued/completed under the terms of this contract at the date of cessation;
11. Each party has the right to terminate this contract within 30 (thirty) days prior written notice in the event that;
  - a. the vendor does not remedy a failure in the performance of their obligations under this contract within thirty (30) days after being notified in writing or within such further period as Malaria Consortium may subsequently approve in writing; or
  - b. the vendor become insolvent; or
  - c. as a result of Force Majeure, the vendor is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or.
  - d. If donor terminates, significantly alters or suspends its contract with Malaria Consortium, which will trigger a significant reduction in activities or programme closure.

### **Arbitration**

12. Should the parties be in dispute on the meaning or interpretation of any of the terms of this Agreement, including a failure to agree on an event of force majeure, the matter will be referred to an arbitrator to be nominated by the parties or, failing contract, to be appointed in accordance with the United Kingdom Arbitration Act, and the decision of the arbitrator or ruling of the Court will be final and binding on both parties.

**Governing Law**

13. This contract will be governed by and construed in accordance with the Laws of South Sudan.

## Anti-Bribery Policy

### **1. Purpose and context**

Malaria Consortium's policy is to conduct its work in an honest and ethical manner. Malaria Consortium, wherever it operates, takes a zero-tolerance approach to bribery and is committed to ensuring that its employees act professionally, fairly and with integrity in all dealings wherever Malaria Consortium operates. This is to ensure that the organisation benefits from a valued reputation, and donor and partner and beneficiary confidence.

### **2. Principles**

Malaria Consortium is committed to implementing and enforcing effective systems to counter bribery.

### **3. Scope**

This policy applies to all individuals in the organisation, including trustees, senior managers, employees (whether permanent, fixed term or temporary), volunteers and interns, consultants, partners and any other person or organisation providing services to Malaria Consortium whether paid or unpaid.

All employees will be trained on this policy on joining the organisation as part of their finance induction. They will be asked to sign that have read, understood and agree to abide by its content. All other persons associated with the organisation will be informed of this policy through their contractual arrangements. For existing employees and associated persons the policy is to be communicated via the Country Director, the Regional Programmes Director in the regions and the Financial Controller in each country.

### **4. Definition and terms**

#### What is a bribe?

A bribe is a financial or other advantage offered or given:

- To anyone to persuade them to or reward them for performing their duties improperly or;
- To any public official with the intention of influencing the official in performance of their duties. This includes any form of gift or payment to an official in an attempt to speed up or complete a process quicker than usual. The size of the gift is irrelevant.

### **5. Implementation**

Any individual suspected of offering, promising or giving a bribe, requesting, agreeing to receive or accepting a bribe or bribing a public official will be investigated under the organisation's disciplinary policy and if found guilty will be dismissed for gross misconduct. For any contractor found to offer, promise or give a bribe or requested or agreed to receive or accept a bribe or bribing a foreign public official, will have their contract terminated immediately, all business dealings will cease and financial compensation will be sought and it will be reported to the authorities as required by the Act.

If any individual is confronted with a request to make a bribe, individuals are to present a copy or explain this Anti-Bribery Policy and must not agree to the bribe in any circumstances. All vehicles should carry a copy of the policy for this purpose.

### **Gifts and hospitality**



This policy does not prohibit the giving and receiving of promotional gifts of low value and normal and appropriate hospitality. Low value gifts are defined as those below GBP 5.00 or currency equivalent. Gifts and hospitality may amount to bribery; therefore these must not be offered or given with the intention of persuading anyone to act improperly or to influence a public official in the performance of his duties. Any gifts or hospitality offered must be reported to the Country Finance Manager before acceptance and instruction given to the individual on whether or not the gift is to be accepted.

Any offer or promise must be documented, whether it is approved or not by the Country Finance Manager on the register of interest and gifts for the country. Malaria Consortium does not give out gifts, although within projects, some activities, such as low cost incentives to voluntary workers, may be acceptable. These must be within the original project and its budget as agreed with the donor.

The register will be accessible by the Country Director, internal and external auditors and to regional and HQ staff performing checks on visits to the country.

### **Facilitation payments and kickbacks**

Malaria Consortium does not make, and will not accept, facilitation payments or “kickbacks” of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official, for example to clear goods or persons through customs. Kickbacks are typically payments made in return for a business favour or advantage, for example, to reduce delivery time on goods and services. All employees must avoid any activity that may lead to, or suggest, that a facilitation payment or kickback will be made or accepted on behalf of Malaria Consortium.

### **Donations**

Malaria Consortium does not make contributions of any kind to political parties.

### **Financial Systems**

Malaria Consortium will keep financial records and ensure appropriate internal controls are in place to ensure there is an evidence trail for any payments made to third parties, in order to prevent corrupt payments taking place.

All expense claims relating to hospitality, gifts or expenses incurred to third parties must be submitted in accordance with the financial procedures and must specifically record the reason for the expenditure.

All accounts, invoices, memoranda and any other documents and records relating to dealings with third parties, such as clients, suppliers and other business contacts, must be prepared and maintained with strict accuracy and completeness. No accounts must be kept “off-book” to facilitate or conceal any payments.

### **Whistle Blowing**

Employees are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage in accordance with Malaria Consortium’s Whistle Blowing Policy. Malaria Consortium will apply criminal and administrative sanctions in a robust manner to demonstrate a zero tolerance to bribery.

### **Monitoring**

The effectiveness of this policy will be regularly reviewed by the Board of Trustees and internal control systems and procedures will be subject to audit under the internal audit

## **Anti-Fraud and Anti-Corruption Policy**

### **1. Purpose and context**

The aim of Malaria Consortium's fraud and anti-corruption policy is to minimise fraud through a series of measures, including clear policies and processes, regular internal and external audits and training for all staff.

### **2. Principles**

Malaria Consortium is committed to investigate any and all suspected acts of fraud, misappropriation or other similar irregularity. Detecting fraud and corruption is everyone's responsibility and if any incident or potential incident is discovered staff must report it immediately, as required by Malaria Consortium's whistle blowing policy.

### **3. Scope**

Malaria Consortium is committed to maintaining an untainted reputation with its donors, partners, beneficiaries and vendors. All Malaria Consortium employees and service providers are under obligation to maintain integrity in all actions and must avoid circumstances that compromise their decisions or actions. All employees must ensure that the ethical business practices and interests of the organisation are observed.

It is a major violation of Malaria Consortium's policies for employees or service providers to knowingly conceal, falsify or misrepresent a material fact relating to any transaction. Misrepresentation may include but is not limited to: signing for receipt of goods or services not yet received or completed, or altering any document to disguise or change the outcome, including the back-dating of documents. For employees proven violations will lead to disciplinary action up to dismissal from employment and legal action. For service providers proven violations will result in the immediate termination of their contract and the cessation of all business dealings.

### **4. Definition and terms**

Fraud is defined in the Uganda Act, as false representation, failure to disclose information or abuse of position, in order to make a gain for yourself or another or to cause or expose another to a risk of loss. Fraud covers an act of deception, bribery, forgery, extortion, theft, misappropriation, false representation, conspiracy, corruption, collusion, embezzlement, or concealment of material facts.

Anti-corruption: relates to the measures taken to eradicate or prevent dishonest or fraudulent conduct.

Both corruption and fraud amount to abuse and theft. Acts of fraud and corruption include, but are not restricted to:

- Falsifying time sheets or payroll records
- Falsifying travel and entertainment expenses
- Fictitious reporting of receipts from suppliers or shipments to customers
- Creation of false invoices or purchase orders, including the back-dating of documents
- Misappropriation of Malaria Consortium and donor equipment, resources and even data
- Misstatement of income
- Misstatement of assets
- Understatement of liabilities
- Paying bribes, that is payment to another person to induce a certain action from them, this includes payments to officials such police officers requesting unofficial payments on road blocks

- Receiving money or gifts in order to undertake a certain action for example ordering with a specific supplier
- Obtaining Malaria Consortium income or assets by deception
- Claiming to provide services to beneficiaries that do not exist, and other forms of identify fraud

## 5. Implementation

### Steps to mitigate occurrence

The organisation adopts the following anti-fraud measures to minimise its risk from fraudulent activity:

- Clear policies on the expected conduct of staff in the organisation, for example Anti-Bribery and Code of Conduct communicated as part of induction programme and updates staff in team meetings.
- Records and investigates all incidences including suspected and confirmed fraud, in line with MC Guidance on Conducting a Fraud investigation.
- Reports fraud to the police and to the Charity Commission.
- Implements robust controls and informs staff about the procedures and measures in place.
- Ensures records of all income and expenditure are kept and receipts, invoices and supporting documents are adequate.
- Checks that financial controls are not overridden, by-passed or ignored
- Reconciles bank accounts monthly and conducts spot checks
- Uses tiered delegated authority and signature levels for all payments
- Restricts and closely monitors access to sensitive information
- Implements an Internal Audit function reviewing processes and procedures on a risk basis
- Establishes clearly defined roles for staff that include segregation of duties

Malaria Consortium has a zero tolerance to fraud and corruption. Malaria Consortium will apply robust sanctions to combat fraud and corruption including disciplinary action and reporting suspected criminal activity to the police.

## Child Safeguarding Policy

### **STATEMENT OF COMMITMENT**

Malaria Consortium is committed to comply with all relevant local law on child rights and welfare in order to provide what is in 'best interest of the child' including employment law that apply to children.

Malaria Consortium is committed to the welfare and rights of children. All staff, volunteers, interns, consultants, visitors, donors, service providers, trustees or sponsors of Malaria Consortium are expected to treat all children and other staff with respect and dignity regardless of race, colour, sex, language, religion or belief, political or other opinion, ethnic or social origin, disability, birth or other status. This includes all children less than 18 years of age.

Inappropriate, harassing, abusive, sexually provocative or demeaning language or behaviour towards children will not be tolerated. Different forms of child abuse include:

- **Physical Abuse:** Any punishments and physical abuse to children like beating including with a stick or other implement, poisoning, shaking and smothering or forcing the child to work in an unsafe way/environment. These are things that deliberately and negatively affect the physical well-being of children.
- **Mental Abuse:** Any actions (gestures, words and behaviour) that deliberately affect a child's mental/emotional well-being for example by making them afraid, anxious, annoyed or discouraged.
- **Neglect:** Any actions that deliberately neglect to provide the four essential rights of children (right to live, right to learn, right to participate and the right to speak).
- **Sexual Abuse:** Any actions with sexual intent towards children such as touching children's genitals, forcing child to watch or take part in pornography or coercing the child to have sex.

Malaria Consortium is committed to informing children, decision makers, and the public through the media that child abuse is wrong. It is also understood that keeping silent is also wrong.

Where possible children are also included as key stakeholders because Malaria Consortium believes that children have the right to speak and be heard. Involving them in the process also enables them to know their right to protection. Children are encouraged to have active cooperation, share information and be involved in advocacy initiatives.

All staff, visitors, partners and service providers agree to this policy which is reviewed every two years.

### **BEHAVIOURAL PROTOCOLS**

- Whenever possible, it should be ensured that another adult is present when working in the proximity of children. Sleeping close to unsupervised children will not be allowed unless absolutely necessary.
- That a child will not be engaged in any form of sexual activities or acts. Adults will always be responsible for their behaviour and cannot blame the child even if the child 'provokes' or acts in a 'seductive' way.
- That computers, mobile phones, video and digital cameras will be used appropriately, and never to exploit or harass children or to access child pornography through any medium.
- If protocols are broken the person involved will be disciplined and such disciplinary action could result in summary dismissal.

- Communities and children with whom Malaria Consortium staff work will be informed of the protocols and will be assured that project support will not be discontinued if they report suspicious behaviour. Also Staff will not be asked to leave for reporting suspicious behaviour.
- Where children are placed in communities, there will be careful screening and training of foster parents to ensure safe and adequate care will be given.
- Malaria Consortium, its partners and service providers will not hire children for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury.

### **RESPONSES TO ALLEGATIONS**

Individuals must immediately report concerns or allegations of child abuse. Where an allegation has been made that a staff member/visitor/service provider to the organisation has abused a child then the Malaria Consortium will investigate and take the appropriate action to deal with the situation.

- Malaria Consortium will have a designated person who is to be responsible for dealing with child safeguarding issues in the organisation.
- Both victim (and perpetrator) will be treated with respect from the start of the process to the end.
- Children rarely lie in situations like this so their story must be heard and believed unless proven otherwise. They may also require extra protection if the perpetrator has not been arrested.
- Malaria Consortium will have a reporting procedure where the Country Director is informed and then others as the need arise.
- Records should be made of all facts related to the investigation and these should be carefully and confidentially filed.
- The relevant Embassy should be informed if a foreigner is involved.
- There should be a person designated to deal with the police.

### **USE OF CHILDREN'S IMAGES AND PERSONAL INFORMATION FOR PROMOTION, FUNDRAISING AND DEVELOPMENT EDUCATION**

When photographing or filming a child for work related purposes, Malaria Consortium must:

- Before photographing or filming a child, assess and endeavour to comply with local traditions or restrictions for reproducing personal images.
- Before photographing or filming a child, obtain consent from the child or a parent or guardian of the child. This must be explained to the child how the photograph or film will be used.
- Ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive.
- Ensure images are honest representations of the context and the facts.
- Ensure file labels do not reveal identifying information about a child when sending images electronically.