

Annex G

Scope of work, terms and conditions

For

Provision of financial service

1. Who is the Danish Refugee Council?

The Danish Refugee Council (DRC) is a humanitarian, non-governmental, non-profit organization founded in 1956 that works in more than 30 countries throughout the world. DRC fulfills its mandate by providing direct assistance to conflict-affected populations – refugees, internally displaced people (IDPs) and host communities in the conflict areas of the world; and by advocating on behalf of conflict-affected populations internationally, and in Denmark, on the basis of humanitarian principles and the Human Rights Declaration. For further information about our projects please visit our website <http://www.drc.dk>

DRC has been operational in South Sudan since 2005, implementing multi-sectoral responses including Protection, Economic Recovery, Shelter and Non-Food Items (SNFI), Humanitarian Disarmament and Peacebuilding (HDP). DRC is implementing projects in Upper Nile, Unity, Jonglei, Western Bahr El Ghazal, Eastern Equatorial States and country wide through static and mobile response teams.

2. Purpose of the financial service provision

The Danish Refugee Council (DRC) for the purpose of its humanitarian aid operations is looking for **provision of cash transfer services**. DRC South Sudan therefore intends to procure the services of a company, organization, bank or other financial institution in South Sudan to carry out deliveries and/or payments in cash to DRC in various places in South Sudan.

3. Objective

A. General Objectives

- i. To provide cash transfer service in South Sudanese Pounds and/or United States Dollars USD to all DRC Offices – Juba, Magwi, Malakal, Maban, Kodok, Abyei, and including all other areas within the Ten States and Special administrative Areas

- ii. To provide salary payments and other benefits to DRC staff in different locations.
- iii. To provide Cash distributions services to DRC beneficiaries as per instructions issued.
- iv. Payment to Government authorities for taxes, fees any other levies as per DRC instructions issued.
- v. To pay cash to any entity, business or supplier as per DRC Instructions.
- vi. To provide financial services stated above to DRC's partners

B. Responsibilities of FSP

- i. FSP shall deal with all security clearance for cash movement from one location to the other. The FSP is also responsible for their own security and safeguarding of the money until they have reached the agreed destination DRC Offices FSP shall visit each field station area at least once per month but not limited in case of any contingency. (As bank is responsible to deliver the cash in 1 day for Juba and 3days for other field locations after receiving the cash delivery request) and in the last week of the month. The bank official shall stay in the area to oversee and ensure the service is rendered satisfactorily to completion and all necessary documentations are completed. In major field locations like Malakal, Bentiu it may be necessary to spend up to 3 days due to the number of staff
- ii. FSP shall carry the risk of any loss, delay or damage to the cash below the period of initiation of the service request and the delivery of the cash to the intended recipient/destination as instructed by DRC designed official
- iii. FSP shall take the necessary safety and security precautions when carrying out the services and will bear all risks in relation to the execution of the service.
- iv. FSP shall organize travel at their own cost. DRC may facilitate bookings on UNHAS flights. In the event that DRC is facilitating the flight bookings on UNHAS, FSP shall make payment to DRC finance Office in cash for the UNHAS tickets after it has received and made confirmation against the UNHAS statement and shall also provide the necessary documentation to support the booking request i.e.
- v. Official identification card for the FSP
- vi. Staff must possess valid work permit in South Sudan
- vii. Copy of valid passport of the staff / National identification card for national staff
- viii. Valid aliens' registration certificate for foreign or international staff traveling to the field
- ix. The bank shall organize accommodation at its own cost. DRC may facilitate bookings when and where possible. In the event that DRC provides accommodation within the DRC premises, Payment shall be made on a cost recovery basis. FSP staff shall also cater for the upkeep of their staff while in the field, Staff shall adhere to the DRC accommodation rules and regulations as well as all DRC security / safety rule and regulations.
- x. FSP shall ensure that it has valid registration and license certificate to operate in South Sudan at all times for the duration of the contract with DRC
- xi. FSP shall ensure to follow the official rates of the Central Bank of South Sudan of the day of the request by DRC
- xii. FSP shall provide to DRC's partner organization the same provision for financial services being rendered DRC. Under the same term and conditions. DRC shall write an introductory letter to the FSP to be added in the list for

financial service, and FSP will sign a separate contract with the partner organizations.

C. Salary Transfer service scope:

- i. FSP shall render the service as per the written instruction received from DRC designated official within the lead-time provided in **annex A** for price and scheduled for cash & salary delivery
- ii. Both parties agreed on USD currency notes of 2013 and above. Any older note, defaced note due to dirt, or marked note provided by FSP shall immediately be replaced
- iii. DRC shall prefer the highest denomination of SSP, especially for cash distribution
- iv. FSP shall ensure that the cash is delivered up to the DRC Office in each location
- v. The verification and counting of the money shall only take place in the designated locations within the DRC premises in each location.
- vi. FSP shall ensure that the correct documentations are used when delivering cash to the Offices i.e. delivery notes, invoices/acknowledgment receipts all on FSP template/letter head and not any other template

D. Salary/Other benefit payments (One off payment) to DRC staff:

- i. FSP shall package the money for staff salary in appropriate dominations with all notes from 2013 above and above, clean of dirt, ink and pin holes" before dispatch to the field Offices / Agreed payment point
- ii. FSP shall ensure that all staff salary payments are paid on time. All staff must be paid at the same time thus the bank shall ensure that they have sufficient funds prior to commencement of the payment process. Failure to comply with this requirement shall lead to penalties commensurate with the damaged caused to DRC
- iii. The signed pay slips shall be the confirmation of payment made to the individual staff. Thus, it is the responsibility of the bank to ensure that all staff paid sign on the pay slip prior to their departure from the field locations. If an employee had not been present, ample written explanations given by senior DRC officials will serve as confirmation
- iv. FSP shall endeavour to make all payments by themselves, where and when agents are to be used; FSP shall seek approval and clearance from DRC prior to executing this. In the event that the agent is used, FSP shall ensure that their agent had sufficient funds in the required denominations.

E. DRC's responsibilities

- i. DRC shall send head-up information to the FSP to prepare before time.
- ii. DRC shall promptly reimburse the bank with the amounts paid out as per the instructions received from DRC in line with the DRC payment terms and conditions stated below.
- iii. DRC shall communicate any matters pertaining to this contract to respective designated officials at FSP. This shall include but not limited to: instructions of payments any cancellations, new requirement, feedback on service quality, payroll, payment status etc.
- iv. DRC shall provide pay slips in two copies to each employee of which one signed by employee remained with the staff and one shall be given to the representative of the bank who had visited the field station and after payment, FSP staff give the payslips to DRC field finance focal person, while

for DRC staff paid in Juba delivery paylips to DRC Juba finance office.

4. Key Deliverables

RFQ Serial #	Activity	Delivery Destination DDP (INCORTEMS 2020)	Currency	Required Lead-time (Days)
1	Cash Delivery/drop	Within Juba	USD	Within 24 hours
2	Cash Delivery/drop	Outside Juba	USD	Within 72 hours
3	Cash Delivery/drop	Within Juba	SSP	Within 24 hours
4	Cash Delivery/drop	Outside Juba	SSP	Within 72 hours
5	Cash drop for protection	Within Juba	USD	Within 24 hours
6	Cash drop for protection	Outside Juba	USD	Within 24 hours
7	Cash drop for protection	Within Juba	SSP	Within 24 hours
8	Cash drop for protection	Outside Juba	SSP	Within 24 hours
9	Cash Distribution to beneficiaries	Within Juba	USD	Within 24 hours
10	Cash Distribution to beneficiaries	Outside Juba	USD	Within 72 hours
11	Cash Distribution to beneficiaries	Within Juba	SSP	Within 24 hours
12	Cash Distribution to beneficiaries	Outside Juba	SSP	Within 72 hours
13	Cash payment to vendor	Within Juba	USD	Within 24 hours
14	Cash payment to vendor	Outside Juba	USD	Within 72 hours
15	Cash payment to vendor	Within Juba	SSP	Within 24 hours
16	Cash payment to vendor	Outside Juba	SSP	Within 72 hours
N.B: DRC shall deduct 10% from the commission charges if delivery/distribution is delayed beyond 72 hours for outside Juba or 24 hours within Juba, or protection payment.				

5. Eligibility, qualification, and experience required

DRC is looking for Financial Service Provider:

- Legally registered to operate in South Sudan;
 - Operations license
 - Incorporate

- Tax clearance.
- Has worked in South Sudan for at least 2 years and has physical address in Juba. Having branch offices in other parts of South Sudan preferably in DRC areas of operation is a plus.
- Has extensive experience in cash transfer within South Sudan and is currently a service provider for international organizations. Shall provide at least 2 copies of previous or current contract from different NGOs.
- Able to demonstrate financial capacity to handle transfers above USD 150,000 to different locations at any given time. Bidder shall provide current bank statements.

6. Technical support

The FSP shall dedicate focal points.

7. Submission process

- All tender proposals shall be submitted via a secure tender email: tender.ssd@drc.ngo
Based on the instructions provided in Annex B.

Hardcopy submission of proposals/bids is NOT allowed

8. Evaluation of bids

- The RFP shall go under three stages of evaluation, namely Administrative, Technical and Financial evaluation, respectively.
- Only bidders that qualify at technical evaluation will proceed to financial evaluation, and subsequent contract awards.

9. Terms and conditions of agreement.

1. DURATION OF THE CONTRACT

- 2.1 The agreement shall be valid for a period of 24 months starting on 1st January 2027 and ending 31st December 2028 for provision of Cash Transfer, cash distributions and Salary payment for DRC staff, beneficiaries and vendors within South Sudan
- 2.2 The agreement may be extended as may be agreed by both parties.

2. CURRENCY AND MEANS OF PAYMENT:

- 3.1 The currency of all contracts resulting from this Framework Agreement is both USD (United States Dollars and SSP (South Sudanese Pounds).
- 3.2 Payments to the FSP shall be exclusively done by cheque or bank transfer. Bank Transfer may be effected by either the DRC Country or DRC Copenhagen (for large sums of money).
- 3.3 All prices offered shall be inclusive of all taxes.

3.0 Execution of Service Contract:

- 3.1 The delivery of 100% of the services shall be effected within the Contracted period.
- 3.2 The SUPPLIER shall perform all services to the best of their ability and at all times deliver a service level that meets the DRC requirements.

- 3.3 Shall deliver the required service within 72 hours for delivery outside Juba and 24 hours within Juba including cash drop for protection. DRC shall send instructions to FSP in two folds. Initial instruction will be sent to the FSP detailing the total amount, location, and time frame of distribution. On receipt of this letter, FSP must mobilize their agent with the money to the location. Second instruction will be issued through system POs with the list of recipients. The lead time will be reckoned from the time of serving instructions.
- 3.4 Distribution of cash must be strictly done by the FSP based on the provided list of recipients.
- 3.5. The DRC Contract number shall be annotated on all documents associated with the Service Contract.
- 3.6. The FSP shall be required to deploy at least four tellers depending on the lot and volume of distribution. DRC may also request the FSP to increase the number of tellers at the distribution site for quick distribution to the beneficiaries.

4.0 Payment Process:

- 4.1 The SUPPLIER shall issue invoices based on the price set in this agreement and the offer
- 4.2 DRC shall reimburse the FSP in hard currency based on the official rate of Central Bank of South Sudan, in case the distribution is made in SSP.
- 4.3 Each Invoice shall relate to a DRC instruction letter signed by a DRC authorized official for the case of cash drop or relate to the PO for cash distribution.
- 4.4 The PURCHASER shall pay within thirty (30) working days following the receipt of the Invoice and the related supporting document.

4. Penalties:

- 4.1.1 All services shall be considered completed when delivery of 100% of the service stated in the DRC Service Contract is received. Where there are multiple services scheduled.
- 4.1.2 In case the SUPPLIER fails to comply with any term of the DRC Contract, including but not limited to failure or refusal to meet any service delivery requirements within the time limit specified, persistent delays from FSP (exceeding the 72 hours stipulated in the contract) or FSP's reluctance or refusal to travel to certain locations: Suppliers must inform their acceptance on receipt of initial letter or otherwise. Supplier cannot decline the order after receiving the instruction. In case supplier fails to deliver or decline to deliver after receiving the PO, then they shall be liable for all damage sustained by the PURCHASER in case PURCHASER source it out for another supplier.

In case of delayed delivery beyond 72 hours lead time outside Juba or 24 hours within Juba will lead to reduction of service charges by 10% as indicated in Annex for price schedule.

The PURCHASER may by written notice terminate the right of the SUPPLIER to proceed with service delivery or such part or parts thereof as to which there has been default, or if any service delivery is late, the PURCHASER may cancel such service delivery or

the entire Contract.

5 LIABILITY:

- 5.1 The PURCHASER shall not be held liable to a third party for any damage caused in the exercise of respective duties under this Framework Agreement.
- 5.2 In case of any dispute or differences relating to either this Framework Agreement, or any subsequent DRC Service Contract, the two parties shall refer the General Conditions of Contract for the Procurement of Service (Annex to this Framework Agreement and attached to all DRC agreement).

6 AMENDMENT TO THE CONTRACT:

- 6.1 Any amendment to this Framework Agreement (additional item or price amendment) shall lead to a contractual amendment that shall be signed by both parties.
- 6.2 One party shall send 'Requests for Amendment' to the other party, who has the right to refuse to endorse the request.
- 6.3 A request to increase the price of the services listed in Annex A, Service and Price Schedule, shall lead to the termination of this Framework Agreement.

7 TERMINATION OF THE CONTRACT:

- 7.1 Any party shall terminate the contract with the one (1) month written notice period required.
- 7.2 Any termination notice given by either party to the other shall be in writing via relevant address, and the relevant party may acknowledge by letter, or by signing the same notification receipt of the same.

8 MISCELLANEOUS:

- 8.1 The PURCHASER retains the right to procure the services from other suppliers.
- 8.2 This agreement is made in English and any interpretation of this contract shall be according to the English language version.