

Terms of Reference (ToR) for Procurement of RUSF Materials for the Emergency suspension of WFP's support on Nutrition (Supplementary Feeding) with CARE International in Sudan

Background:

CARE International in Sudan (CIS) is implementing a nutrition programme in 4 states in Sudan namely South Darfur, East Darfur, Kassala and Gedaref. Ready to Use Supplementary Food (RUSF) is a protocol adopted by CIS for treatment of Moderate Acute Malnutrition (MAM). The RUSF pipeline flow from WFP stopped before the end of 2022 and CIS warehouses ran out of stock in all operational areas. This shortage of RUSF has impacted negatively on the routine MAM treatment in CIS operational nutrition centers and made MAM cases among children prone to deteriorate into SAM.

As an interim measure, CIS is planning to procure a few RUSF materials sufficient to resume the operation in its nutrition centers, aiming to fill the gap for a three-month period until the WFP resume their partnership with CIS and all INGOs, in case the RUSF pipeline sustained dry for additional period of time more than these three months plan, another arrangement will be discussed and agreed with the supplier, this is conditioned to funding security.

Scope of the ToR:

This ToR serves as a reference for procurement of RUSF (Plumpy Sup) materials for treatment of Moderate Acute Malnutrition (MAM) caseload among children and Pregnant and Lactating Women (PLW). The ToR provides the detailed technical specifications of the RUSF materials to be procured, handling and transportation, and RUSF supply chain flow from the company warehouses to CIS field office warehouses. All these conditions are in line with CIS policy and regulation in the country.

Responsibilities of CIS:

1. Technical specifications approximate quantity of RUSF materials:

- 1.1 Identify and engage a supply/vendor with the requisite quantity and quality of the RUSF for treatment of MAM caseload to cover 3 months operational period.
- 1.2 Supply RUSF (Plumpy Sup) materials with the same standard quality and specifications of WFP Sudan. Since "SAMIL" company is the main supplier for WFP, CIS is expecting the same quality and specifications and has the right to check the samples in liaison with WFP quality control section, in case of any variance in the specifications CIS has the right to reject the deliverables.
- 1.3 RUSF sachets received at CIS warehouses should be with no leaking due to transportation of rough handling during off loading, any leaking sachets to be replaced by the supplier.
- 1.4 The Supplier to Provide RUSF materials with a shelf life of not less than 6 months from production date. RUSF materials not meeting the above shelf life will be rejected.
- 1.5 CIS to procure a total of 5,180 cartons plumpy Sup for three-month period, each carton with 150 sachets and each sachet weighing 100grams. CIS would revise the quantity as per need during the project in line with its needs determined by the caseload of MAM.
- 1.6 CIS will depend on the WFP and UNICEF quality audit that has been done on the regard. The contractor to share product certificate of analysis, the samples plus the audit reports.
- 1.7 CIS has the right to suspend or end this procurement contract with the company in case RUSF supply flow resumed by WFP. The company/contractor has the right to claim only for the quantity already received by CIS (e.g, the supplier provided a two-month RUSF package then CIS will pay for only the 2 months' supply). In case CARE decided to end this three-month contract, the supplier will receive a written notification two weeks in advance.

2.0 Responsibilities of the Supplier

2.1 The supplier will supply and make available to CIS a total of 5,180 cartons of RUSF, approximately monthly 1726 cartons of RUSF containing 150 sachets each. CIS may however make necessary changes in quantity and modality during the project as deemed necessary. See below table with detailed quantity per location per month.

#	CIS Office	Number of RUSF Carton per month	Total RUSF Carton in 3 month period
1	South Darfur/Nyala	698	2094
2	Gedaref	264	792
3	Kassala	203	609
4	East Darfur/Eldien	561.7	1685
			5180

2.2 The Supplier is responsible for delivering the procured RUSF materials at CIS warehouses in South Darfur, East Darfur, Kassala and Gedaref.

2.3 The safety and security of the RUSF materials or personnel engaged during transportation of materials to CIS targeted field offices is the responsibility of the Supplier.

2.4 Loading and off-loading to be carried out and monitored by the Supplier, and damage or leaking in the RUSF sachets or cartons to be replaced by the Company at their own cost.

2.5 The supplier to share signed waybills indicating total cost including the RUSF materials delivered to the CARE warehouse in the 4 targeted states.

2.6 The supplier to deliver the 1st batch of RUSF after 7 days following the signing of the contract, the second batch after 30 days from the first batch and the 3rd batch after 30 days from the second batch.

3.0 Payment Modality:

- 3.1 Payment will be done by CIS on monthly basis on invoices received from Supplier detailing the quantity supplied to CIS warehouses in the Field offices.
- 3.2 The Supplier to also provide final invoice with details for the cost of transporting the RUSF to CIS Field Offices.
- 3.3 There would be no pre-payment by CIS
- 3.4 Changing the quality, quantity, price, or time frame to deliver the RUSF gives CARE the right to cancel the contract. CARE procurement procedures to be respected, any breach also gives CARE the right to cancel the contract.