



Bidding Document

Issued: 30th January - 2021

CONSTRUCTION OF TWO (2) STANCE LATRINE IN UNKEA ULANG OFFICE

Competitive Bidding Documents (CBD)

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1.List of Goods and Delivery Schedule
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Acronyms

JV- Joint Venture

BDS Bidding Data Sheet

CBD Competitive Bidding Document

ITB Instructions to Bidders

BDS Section II. Bidding Data Sheet

GCC General Conditions of Contract

SCC Special Conditions of Contract

Section I. Instructions to Bidders

General

1 Scope of Bid

- 1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS. The name, identification, and number of lots are provided in the BDS.
- 1.2 Throughout these Bidding Documents:
 - (a) The term “in writing” means communication in written form (e.g. by mail, e-mail, fax) with proof of receipt;
 - (b) If the context so requires, “singular” means “plural” and vice versa; and
 - (c) “Day” means calendar day;
 - (d) The “Purchaser” means UNKEA SOUTH SUDAN
- 1.3 Bids on collection attract fee free for registration. Only registered Companies during collection bids shall be accepted.
- 1.4 This bidding is made under the procurement procedures for UNKEA South Sudan which requires compliance with ethical procurement norms in regard to corrupt and fraudulent practices as set forth in Section VI:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, noncompetitive levels; and
 - (iv) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
 - (b) will reject a bid if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
 - (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded by UNKEA South Sudan implemented project if it at any time determines that they have, directly or through an agent, engaged, in corrupt,

fraudulent, collusive or coercive practices in competing for, or in executing, a UNKEA South Sudan implemented project; and

- 1.5 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 31.1.a (iii) of the General Conditions of Contract.

Submission and Opening of Bids

2 Submission, Sealing and Marking of Bids

- 2.1 Bidders shall enclose the bid documents in well-sealed envelopes.
- 2.2 Sealed envelopes shall bear the following:
- (a) be addressed to the Purchaser as follows:

BID NO2. Construction of Latrine in UNKEA Compound in Ulang

**The Chairman
Tender Committee,
UNKEA SSD,
Juba, South Sudan**

- (b) Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 16.1.
- 2.3 If any envelope is not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid which will be rejected.

Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General			
ITB 1.1	The Purchaser is: UNKEA SOUTH SUDAN			
ITB 1.1	Lot Number	Item Description	Number of Units	
	1	<i>Construction of 2 Stance latrine in UNKEA Compound- Ulang</i>	1	
ITB 2.1	The Fund is: for all projects (represented by Implementing Agency – UNKEA SOUTHSUDAN)			
ITB 3.1	A list of debarred firms and individuals is available on the external website: www.treasury.gov/reource-centre/sanctions/SDNlist/pages/default.aspx or www.un.org/sc/committees/1267/aq_sanctions_list.shtml			
	B. Contents of Bidding Documents			
ITB 4.1	For <u>Clarification of bid purposes</u> only, the Purchaser’s address is: Attention: Chairman, Tender Committee Town: Juba , ZIP Code: 211 Country: Republic of South Sudan . Telephone: +211921129868 Electronic mail address: mariaka@unkea.org / log.unkea@gmail.com Requests for clarification should be received by the Purchaser no later than: 3 days from the date of invitation.			

C. Preparation of Bids	
ITB 5.1	The language of the bid is: English All correspondence exchange shall be in English language.
ITB 6.1	The Bidder shall submit the following additional documents in its bid: <ul style="list-style-type: none"> (a) the Specification (including Schedule of Requirements and Technical Specifications) (b) the completed Schedules (including Price Schedules)
ITB 7.1	Alternative Bids shall be considered.
ITB 8.1	Prices quoted for a lot (contract) shall correspond at least to 100% of the items specified for each item.
ITB 9.1	After sales service is not required in this category
ITB 10.1	The bid validity period shall be 60 working days .
ITB 11.1	A Bid Security shall be required. The amount and currency of the bid secured
ITB 12.1	In addition to the original of the bid , no copy shall be needed
D. Submission and Opening of Bids	
ITB 15.1	Bidders shall not have the option of submitting their bids electronically. Bids should be submitted by hand as explained in ITB 16.1 below before/by the stated closing date/time.
ITB 16.1	For bid submission purposes, the Purchaser's address is: Attention: Chairman, Tender Committee , Street Address: UNKEA SOUTH SUDAN, Juba Office at Kator, along Tombura Road, South Sudan. The deadline for bid submission is: 15th February 2021 Time: 17:00hrs, East Africa Time
ITB 17.1	The bid opening shall take place at: UNKEA SOUTH SUDAN OFFICE, Street 17 Avenue office, South Sudan, Tel. (Office): +21192112986 Time: Shall be communicated

	E. Evaluation and Comparison of Bids
ITB 32.5	Bidders should include all the works in the quotation.
	F. Award of Contract
ITB 37.1	The maximum percentage by which quantities may be increased is: 40% The maximum percentage by which quantities may be decreased is: 40%
ITB 39.2	The successful Bidder shall sign, date, and return the Agreement to the Purchaser within <u>1 day</u> after receipt of it.

Table of Forms

Form 1: Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: _____ (as day, month and year) of Bid Submission]

Tender No.:

Page _____ of _____ pages

1. Bidder's Legal Name
2. In case of difference legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:

7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.
- In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.
- Tax clearance
- VAT registration certificate
- Membership of Chamber of commerce
- Incorporation Certificate
- Operation License
- Company Profile
- Article of Association
- Complete Bid Document
- Reference /Recommendation
- Import Certificate
- Bank Statement
- Sole Agency Certificate (if applicable)
- Import registration (if applicable)
- Others

Form 3: Bid Submission Form

The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Date.....

Tender No.....

Invitation for Bid No.....

Alternative No.....

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.:
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures]*;
- (d) The discounts offered and the methodology for their application are:

Discounts: If our bid is accepted, the following discounts shall apply. **Describe**

Methodology of Application of the Discounts: The discounts shall be applied using the following method:

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (f) If our bid is accepted, we commit to obtain a performance security in accordance with Clause 40 and GCC Clause 16 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with Bidding Documents Sub-Clause 4.2;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Country, under Country laws or official regulations, in accordance with ITB Sub-Clause 4.3;

(i) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: _____

In the capacity of _____

Name: _____

ID#: Date and place of issue:

Duly authorized to sign the bid for and on behalf of: _____

Dated on _____ day of _____, Year _____

Form 4: Price Schedule Form

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

			Date: _____					
			Tender No: _____					
			Alternative No: _____					
			Page N° _____ of _____					
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>
Line Item N°	Description of Goods	Lead Time	Quantity	physical unit	Unit price DDP¹	Total price per line item	Country of Origin	Brand / Trade Mark
Total Price: Goods								

Form 5: Price and Completion Schedule - Related Services

Date: _____

Tender No: _____

Alternative No: _____

Page N° _____ of _____

<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>
Service N°	Description of Services	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price ²	Total Price per Service (Col. 5 x 6 or estimate) ³
Total Price: Related Services						

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

Form 9: Bid-Securing Declaration

The Bidder shall fill in this Form in accordance with the instructions indicated.

Date _____

Tender No.

Alternative No.

To:

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *2 years* starting on _____, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.
3. We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: _____

Name: _____

Duly authorized to sign the bid for and on behalf of:

Dated _____ on _____ day _____ of _____

