

TENDER DOCUMENT

FOR

Supply of 20,000 Liter PVC Water Tanks

ITB/ACD/23/005/003

ALLIANCE FOR COMMUNITY DEVELOPMENT

(ACD)

SCHEDULE OF REQUIREMENT

A) Delivery Schedule:

Sr. No.	Brief Description of Goods and Services	Quantity & Unit	Delivery Schedule
01.	Supply and delivery of 20,000 Litre double layered polyethylene cylindrical vertical water storage Water Tanks (ISO certified) DAP Juba, South Sudan	100 Tanks	

Place of _____
Delivery :
:

Signature of the Bidder _____

Date : _____

B. PRICE SCHEDULE

Sr. No.	Item Description	Qty	Unit Price	Total Price
	Supply and delivery of 20,000 Litre double layered polyethylene cylindrical vertical water storage Water Tanks (ISO certified) DAP Juba, South Sudan	100		
	Grand Total			

C. Introduction

1.1 Eligible Bidders

- 1.1.1. This Invitation for Bids is open to all suppliers.
- 1.1.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.1.3. Bidders who fulfil the Eligibility Criteria will be considered for Technical Evaluation of bids.

1.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3 Fraud and corruption

- 1.3.1. The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sr. No.	Term	Meaning
(a)	Corrupt practice	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.
(b)	Fraudulent practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	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, non-competitive levels.
(d)	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.

- 1.3.2. The Purchaser will reject a proposal for award 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.

1.4 Content of Bidding Documents

- 1.4.1. The Goods / Services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction.
- 1.4.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid

D. Preparation of bids

1.5 Language of Bid

- 1.5.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical.
- 1.5.2. The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the Goods / Services it proposes to supply / to provide (render) under the contract.
- 1.5.3. Prices indicated on the price-schedule form shall be entered separately in the following manner:

i)	The price of the goods quoted Ex-works including taxes already paid.
iii)	The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.

- 1.5.4. The quotation should be only in USD or South Sudanese Pounds.

1.6 Documents Establishing Bidder's Eligibility and qualifications

- 1.6.1. The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.

1.7 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- 1.7.1. To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :

(a)	A detailed description of the essential technical and performance characteristics of the goods;
-----	---

- 1.14.3. For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

1.16 Period of Validity of Bids

- 1.16.1. Bids shall remain valid for minimum of 30 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 1.16.2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or e-mail).

E. Submission and sealing of Bids

1.17 Submission of Bids

- a) The soft copy of the bid has to be submitted via email to acdlogs@gmail.com by the 24th May 2023.

1.18 Withdrawal, substitution and Modification of Bids

- 1.18.1. The Withdrawal, substitution and Modification of Bids is permitted.
1.18.2. No bid may be withdrawn, substituted, or modified in the interval between the due date for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

1.19 Confidentiality

- 1.19.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract.
1.19.2. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

2.2 Terms of Payment

- 2.21.1. The method and conditions of payment to be made to the Supplier under this Contract shall be as specified.
2.21.2. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery.
2.21.3. Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the Invoice or claim by the Supplier.
2.21.4. Payment shall be made in currency as indicated in the contract.

2.3. Subcontracts

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

2.3 Termination for Default

- 2.27.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(a)	If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser.
(b)	If the Supplier fails to perform any other obligation(s) under the Contract
l	If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in contract clause on Fraud or Corruption in competing for or in executing the Contract.

2.4 Force Majeure

- 2.28.1. Notwithstanding the provisions of contract Clauses relating to Extension of Time, Penalty and Termination for Default the Supplier shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force

Majeure.

- 2.28.2.** For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 2.28.3.** If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 7 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 2.28.4.** If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 20 days, either party may at its option terminate the contract without any financial repercussions on either side.

F. Bidder Information Form

1. [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. This should be done of the letter head of the firm]

Date : [insert date (as day, month and year) of Bid Submission]

Tender No .:[insert number from Invitation for bids]

01.	Bidder's Legal Name [insert Bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
04.	Bidder's Year of Registration: [insert Bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
06.	Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
07.	Attached are copies of original documents of: Articles of Incorporation or Registration Certificates of Registration Company Profile Tax Clearance Certificate.

Signature of Bidder _____

Name _____

Business Address _____

G. PERFORMANCE STATEMENT FORM

Details of similar equipment / systems supplied & installed during past 3 years in South Sudan

Name of the Firm _____

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of deliver asper contract	Date of actual completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been installed/ working satisfactory? (Attach a certificate from the purchaser / Consignee)	Name of Contact person along with Telephone No., FAX No. and e-mail address

Signature and Seal of the manufacturer/Bidder

Place :

Date :

Non-Black listing Self Certificate

This is to certify that M/s. _____ has not been blacklisted by any Central / State Government Department / organization, UN body, US Government, UK Government or the EU in the last 3 years.

Authorised Signatory

Name: _____

Designation: _____

