

**Instructions and Conditions for   
Invitation to Tender (Works)**

Implementing the project **Borehole Drilling** with funding from

**German Federal Foreign Office (AA)** Help – Hilfe zur Selbsthilfe e.V. invites all interested and qualified suppliers to submit Bids for the supply of food supplies as listed below.

Help – Hilfe zur Selbsthilfe South Sudan will receive and consider Bids in response to this official Invitation to Bid subject to the instructions and conditions hereunder

1. **Supplies to be provided**
   1. The subject of the contract is the **Drilling of Boreholes including inctallation of handpumps and installation of solar motorized pump system and water-yard** by the Contractor in Awerial and Yirol West counties respectively

1.2 The contractor must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

1. **Submission of Samples**

No samples required

1. **Time Table**

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **TIME\*** |
| **Clarification meeting / site visit (if any)** | Not applicable |  |
| **Deadline for requesting clarifications from the Contracting Authority** | 9th October 2023 | 11am |
| **Last date on which clarifications are issued by the Contracting Authority** | 9th October 2023 |  |
| **Deadline for submission of tenders** | 9th October 2023 | 1pm |
| **Tender opening session** | 10th October 2023 | TBD |
| **Notification of award to the successful tenderer** | 13th October 2023 |  |
| **Signature of the contract** | 16th October 2023 |  |

\* All times are in the time zone of the country of the Contracting Authority Provisional date

1. **Type of Contract**

Works Contract

1. **Currency**

Tenders must be presented in **USD**

1. **Period of Validity**

7.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.

7.2 In exceptional cases and prior to the expiry of the original tender validity period, the Contracting Authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.

7.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

1. **Language of Tenders**

8.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure, which is English.

1. **Submission of Tender Dossier**

9.1 The Contracting Authority must receive the tenders before the deadline specified in 9.3. They must include all the documents specified in point 10 of these Instructions and be sent to the following address:

**Help – Hilfe zur Selbsthilfe South Sudan**

**NPA Building, Martyr’s Street,**

**Plot 41B – Opposite UNICEF Country Office, Juba**

If the tenders are hand delivered they should be delivered to the following address:

**Help – Hilfe zur Selbsthilfe South Sudan**

**NPA Building, Martyr’s Street,**

**Plot 41B – Opposite UNICEF Country Office, Juba**

Tenders must comply with the following conditions:

9.2 All tenders must be submitted in one original, marked ‘original’

9.3 All tenders must be received at **Help office, NPA Office Building, Juba** before the deadline **9th October 2023 at 1:00 PM (South Sudan, Juba local time)** hand-delivered against receipt signed by **Deng Bol** or his representative.

9.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

a) the above address;

b) the reference code of this tender procedure, (**JB-SSD-30-23-09-2023-257)**

c) where applicable, the number of the lot(s) tendered for;

d) the words ‘Not to be opened before the tender opening session’ in the language of the tender dossier.

The sealed envelope must contain the administrative documents as required, the technical offer and the financial offer. The financial offer must be placed separately from the technical offer and administrative documents in an additional sealed envelope.

**Content of Tenders**

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

**Part 1: Administrative Documents:**

* All required documents for the administrative compliance
  + Valid Tax Clearance Certificates
  + South Sudan Chamber of Commerce
  + Certificate of Incorporation
  + Operations License

**Part 2: Technical offer:**

* a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required,

The technical offer should be presented as per template provided. Contractor’s technical offer) adding separate sheets for details if necessary.

**Part 3: Financial offer:**

* A financial offer calculated on a [DDP] [DAP] basis for the supplies tendered, including if applicable:

This financial offer should be presented as per template provided. Budget breakdown), adding separate sheets for details if necessary.

**Part 4: Documentation:**

* The Declaration of Candidates, Tenderers and Suppliers duly signed;
* The details of the bank account into which payments should be made.
* A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 5 of the General Conditions.
* A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).
* Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorised to do so.
* Company’ official registration certificate obtained from the relevant national government authority;
* Company’ official registration certificate obtained from the local or international Chamber of Commerce and/or Chamber of Industry;
* Tax certificate (stating that company is officially registered with the relevant taxation authorities);
* Operations license
* Company bank statement
* Comprehensive work plan showing delivery lead time from mobilisation to final handing over of project

Remarks:

Tenderers are requested to follow this order of presentation.

1. **Taxes and other charges**

Supply under this contract is inclusive of all required government taxes to be covered by the supplier

1. **Additional information before the deadline for submission of tenders**

The tender dossier should be so clear that tenderers do not need to request additional information during the procedure. If the Contracting Authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address up to **14 days** before the deadline for submission of tenders, specifying the **tender reference No. and the contract title**:

**Help – Hilfe zur Selbsthilfe South Sudan**

**NPA Building, Martyr’s Street,**

**Plot 41B – Opposite UNICEF Country Office, Juba**

**Email:** [**procurement-ssd@help-ev.de**](mailto:procurement-ssd@help-ev.de)

The Contracting Authority has no obligation to provide clarifications after this date.

Any prospective tenderers seeking to arrange individual meetings with either the Contracting Authority and/or the European Commission during the tender period may be excluded from the tender procedure.

1. **Clarification meeting / site visit**

There will be no clarification meeting.

1. **Alteration or withdrawal of tenders**

14.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 9.3. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

14.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with   
Article 9. The outer envelope must be marked ‘Alteration’ or ‘Withdrawal’ as appropriate.

14.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.3 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

1. **Costs of preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

1. **Ownership of tenders**

The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

1. **Joint venture or consortium**

17.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the Contracting Authority.

17.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Authority in accordance with point 10 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium.

1. **Opening of Tenders**

18.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.

18.2 The tender bids will be open Tuesday 10th October 2023, 2:00pm at **HELP** **JUBA OFFICE, NPA Office Building** by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.

18.3 At the tender opening, the tenderers’ names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the Contracting Authority may consider appropriate may be announced.

18.4 After the opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.

18.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.

18.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

1. **Evaluation of tenders**

19.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the tenderer’s obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

Where applicable/needed define administrative evaluation criteria in line with evaluation grids and defined requirements as per Tender Instructions

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

19.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required are to be evaluated at the start of this stage.

Where applicable/needed define technical evaluation criteria in line with evaluation grids and defined requirements as per Tender Instructions

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

19.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

19.4 Financial evaluation

1. Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

* where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
* except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

1. Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.
2. Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the Contracting Authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

19.6 Award criteria

The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

The compliant tender that offers the best price-quality ratio will be chosen.

1. **Signature of the contract and performance guarantee**

20.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the documentary proof or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is effectively established, to show that it is not in any of the exclusion situations listed in section 16 of the General Terms and Conditions.

20.2 The successful tenderer must also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified.

20.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.

20.4 By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

20.5 The Contracting Authority reserves the right to vary quantities specified in the tender by +/- 25 % at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25 % of the original financial offer in the tender. The unit prices quoted in the tender shall be used.

20.6 Within 30 days of receipt of the contract signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

20.7 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority’s right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

1. **Tender guarantee**

No tender guarantee is required.

1. **Cancellation of the tender procedure**

If a tender procedure is cancelled, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

* the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
* the economic or technical parameters of the project have changed fundamentally;
* exceptional circumstances or force majeure render normal implementation of the project impossible;
* all technically acceptable tenders exceed the financial resources available;
* there have been substantial errors, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
* the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.

**In no event will the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced**

1. **Award of Contracts**

This Invitation to Tender does not commit Help to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any Bid submitted will be regarded as an offer made by the Tenderer and not as an acceptance by the Tenderer of an offer made by Help. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of Help and the successful Tenderer.

Help may award contracts for part quantities or individual items. Help will notify successful Tenderers of its decision with respect to their Bids as soon as possible after the Bids are opened. Help reserves the right to cancel any Invitation to Tender, to reject any or all Bids in whole or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future Invitations to Tender.

1. **Confidentiality**

This Invitation to Tender or any part hereof, and all copies hereof shall be returned to Help upon request. It is understood that this Invitation to Tender is confidential and proprietary to Help, contains privileged information, part of which may be copyrighted, and is communicated to and received by Tenderers on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to other without the prior written consent of Help, except that Tenderers may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining Bids from them. Notwithstanding the other provisions of the Invitation to Tender Tenderers will be bound by the contents of this paragraph whether or not their company submits an Offer or responds in any other way to this Invitation to Tender.

1. **Collusive Bidding and anti-competitive Conduct**

Tenderers and their employees, officers, advisers, agent or subcontractors shall not engage in any collusive bidding or other anti­competitive conduct or any other similar conduct, in relations to:

* The preparation of submission of Bids,
* The clarification of Bids,
* The conduct and content of negotiations,
* Including final contract negotiations, in respect of this Invitation to Tender or procurement process, or any other procurement process being conducted by Help in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti­competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Tenderer, person or entity, of information (in any form), whether or not such information is commercial information confidential to Help, any other Tenderer, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

1. **Improper Assistance**

Bids that, in the sole opinion of Help, have been compiled:

* With the assistance of current or former employees of Help, or current or former contractors of Help in violation of confidentially obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
* With the utilization of confidential and/or internal Help information not made available to the public or to the other Tenderers,
* In breach of an obligation of confidentially to Help, or
* Contrary to these terms and conditions for submission of an Offer, shall be excluded from further consideration.

Without limiting the operation of the above clause, a Tenderer shall not, in the absence of prior written approval from Help, permit a person to contribute to, or participate in, any process relating to the preparation of an Offer or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this Invitation to Tender was an official, agent, servant, or employee of, or otherwise engaged by, Help and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this Invitation to Tender relates.

1. **Corrupt Practices**

All Tenderers and Suppliers shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.

All Tenderers’ attention is drawn to the Help Code of Conduct which will be an integral part of any contract award between the Help and the Tenderer.

1. **Conflict of Interest**

A Tenderer shall not, and shall ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of Help and the Tenderer’s interests during the procurement process.

If during any stage of the procurement process or performance of any Help contract a conflict of interest arises, or appears likely to arise, the Tenderer shall notify Help immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Tenderer conflict with the interests of Help, or cases in which any Help official, employee or person under contract with Help may have, or appear to have, an interest of any kind in the Tenderer’s business or any kind of economic ties with the Tenderer. The Tenderer shall take steps as Help may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of Help.

1. **Withdrawal/Modification of Offers**

Requests to withdraw an Offer shall not be honoured. If the selected Tenderer withdraws its Offer, Help shall duly register the said Offer and shall evaluate it alongside all other received Offers. If the selected Tenderer has furnished a Bid security, Help shall withhold such Bid security until the issue has been resolved.Withdrawal of an Offer may result in your suspension or removal from Help suppliers List.

A Tenderer may modify its Offer prior to the Invitation to Tender closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Offer number. No modification shall be allowed after the Invitation to Bid closure.

1. **Later Offers**

All Offers received after the Invitation to Tender closure will be rejected.

1. **General Terms and Conditions for Supply Contracts**

All Tenderers shall acknowledge that the Help General Terms and Conditions for Supply Contracts or Service Contracts, or Works Contracts, as applicable, are accepted.

1. **Cancellation of Tender**

In the event of a Tender cancellation, Tenderers will be notified by Help. If the Tender is cancelled before the outer envelope of any Offers has been opened, the sealed envelopes will be returned, unopened, to the Tenderers.

The Tender may be cancelled in the following situations:

* Where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
* The economic or technical parameters of the project have been fundamentally altered;
* Exceptional circumstances or force majeure render normal performance of the project impossible;
* All technically compliant Bids exceed the financial resources available;
* There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will Help be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of a Tender, even if Help has been advised of the possibility of damages. The publication of a procurement notice does not commit Help to implement the programme or project announced.

1. **Queries about this Tender**

For queries on this Invitation to Tender, please contact the Help South Sudan, Yirol Procurement Contact on **Patrick Williams-Kamara**

**Help – Hilfe zur Selbsthilfe South Sudan**

**NPA Building, Martyr’s Street,**

**Plot 41B – Opposite UNICEF Country Office, Juba**

**Email:** [**procurement-ssd@help-ev.de**](mailto:procurement-ssd@help-ev.de)

**Tel.: +211922865844**

All questions regarding this Invitation to Tender shall be submitted in writing to the above. On the subject line, please indicate the Tender reference number. Offers shall not be sent to the above email.

1. **Appeals and Complaints**

Appeals or Complaints regarding the procurement procedure at hand shall be filed in writing to the Country Director under the following mail-address, Files complaints or appeals shall be investigated and addressed within 15 working days:

**PETER RONO**

**COUNTRY DIRECTOR**

Help-Hilfe zur Selbsthilfe: South Sudan Prog.

**NPA Building, Martyr’s Street,**

**Plot 41B – Opposite UNICEF Country Office, Juba**

**Republic Of South Sudan**

**Tel.: +211 922 785 632 (whatsapp) or +211 918 127 317 (Zain**