



# Bidding Document

Issued: 12<sup>th</sup> January- 2021

Hire of Motor Boat from Bor FAO Hub to Ulang

## Competitive Bidding Documents (CBD)

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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

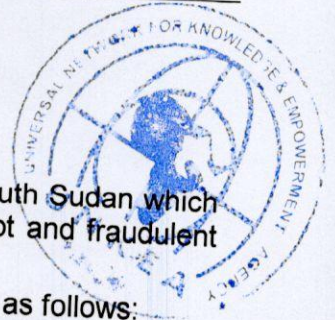
# Section I. Instructions to Bidders

## 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.

## Fraud and Corruption



- 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 NO6.

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

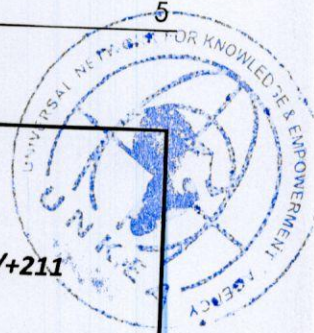


- (b) Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 16.1.
- 2.3 If any envelope is not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid which will be rejected.

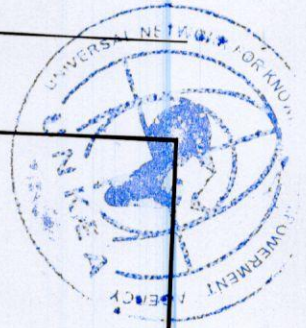
## Section II. Bidding Data Sheet (BDS)

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.

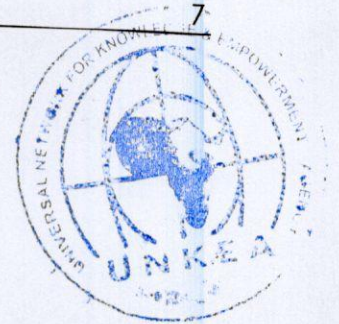
ITB Clause Reference	A. General		
ITB 1.1	The Purchaser is: <b>UNKEA SOUTH SUDAN</b>		
ITB 1.1	<b>Lot Number</b>	<b>Item Description</b>	<b>Number of Units</b>
	1	Boat Hire for Transportation of inputs from FAO Bor Hub to Ulangby River. <b>(Supplies to be dropped at Doma, Ying, Waga, Ulang Centre, Yomding Centre, and Kurich Centre)</b>	12 Metric Tons of Inputs
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: <a href="http://www.treasury.gov/reource-centre/sanctions/SDNlist/pages/default.aspx">www.treasury.gov/reource-centre/sanctions/SDNlist/pages/default.aspx</a> or <a href="http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml">www.un.org/sc/committees/1267/aq_sanctions_list.shtml</a>		
<b>B. Contents of Bidding Documents</b>			
ITB 4.1	For <u>Clarification of bid purposes</u> only, the Purchaser's address is:		



	<p>Attention: <b>Chairman, Tender Committee</b></p> <p>Town: <b>Juba</b>, ZIP Code: 211</p> <p>Country: <b>Republic of South Sudan</b>. Telephone: <b>+211 921129868/+211 918222622</b></p> <p>Electronic mail address: <a href="mailto:log.unkea@gmail.com">log.unkea@gmail.com</a></p> <p>Requests for clarification should be received by the Purchaser no later than: <b>3 days from the date of invitation.</b></p>
<b>C. Preparation of Bids</b>	
ITB 5.1	<p>The language of the bid is: <b>English</b></p> <p>All correspondence exchange shall be in <b>English</b> language.</p>
ITB 6.1	<p>The Bidder shall submit the following additional documents in its bid:</p> <ul style="list-style-type: none"> <li>(a) the Specification (including the size of the boat available)</li> <li>(b) the completed Schedules (trips) (including Price Schedules)</li> </ul>
ITB 7.1	After sales service is not required in this category
ITB 8.1	The bid validity period shall be at least <b>90 working days</b> .
ITB 9.1	<p>Supplies shall be dropped in the following location/points along the river: <b>Doma, Ying, Waga, Ulang Centre, Yomding Centre, and Kurich Centre</b>. Quantities to be dropped shall be communicated to the successful vendor</p>
ITB 10.1	<b>UNKEA shall cater for all the offloading and loading costs associated.</b>
ITB 10.2	A Bid Security <b>shall be</b> required. The amount and currency of the bid secured
ITB 10.3	<b>In addition to the original of the bid</b> , no copy shall be needed
<b>D. Submission and Opening of Bids</b>	
ITB 11.1	Bidders <b>shall not</b> 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.



<p><b>ITB 12.1</b></p>	<p>For bid submission purposes, the Purchaser's address is:                  Attention: <b>Chairman, Tender Committee,</b>  <b>UNKEA/SSD/2021-001: Hire of Boat.</b>                  Street Address: <b>UNKEA SOUTH SUDAN, Juba office, South Sudan.</b>                  The deadline for bid submission is: <b>25<sup>th</sup> January, 2021</b>                  Time: <b>12:30hrs, East Africa Time</b></p>
<p><b>ITB 13.1</b></p>	<p>The bid opening shall take place at:                  Street Address: <b>UNKEA SOUTH SUDAN, KATOR STREET 17 AVENUE.,</b> South Sudan, Tel. (Office): +211 0917976984/ +211921776328                  Time: Shall be communicated</p>
<p><b>E. Evaluation and Comparison of Bids</b></p>	
<p><b>ITB 14.5</b></p>	<p>Bidder should clearly specify the size of the boat they have and how many trips they will make to deliver all the supplies (12 ton). NOTE that UNKEA prefers to hire a boat that carries all supplies at once for easy management.</p>
<p><b>F. Award of Contract</b></p>	
<p><b>ITB 15.1</b></p>	<p>The maximum percentage by which quantities may be increased is: <b>40%</b>                  The maximum percentage by which quantities may be decreased is: <b>40%</b></p>
<p><b>ITB 16.2</b></p>	<p>The successful Bidder shall sign, date, and return the Agreement to the Purchaser within <b>1 day</b> after receipt of it.</p>



# Table of Forms

## Form 1: Bidder Information Form

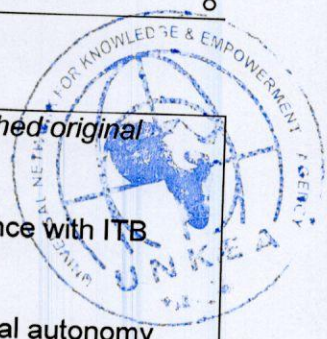
*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

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
  - 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:

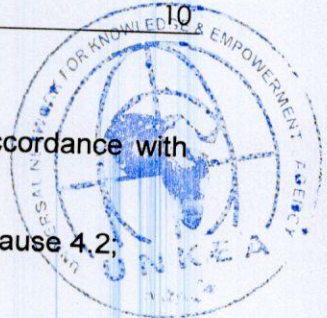
- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.:
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert 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 _____				
1	2	3	4	5	6	7	8	9
<b>Line Item N°</b>	<b>Description of Goods</b>	<b>Lead Time</b>	<b>Quantity</b>	<b>physical unit</b>	<b>Unit price DDP<sup>1</sup></b>	<b>Total price per line item  (Col. 4 x 5)</b>	<b>Country of Origin</b>	<b>Brand / Trade Mark</b>
<b>Total Price: Goods</b>								

**Form 5: Price and Completion Schedule - Related Services**





### 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 \_\_\_\_