

INVITATION TO TENDER FOR DRINKING WATER
(Leading to Framework Agreement)

September 13th , 2023

Ref Number: BBCMA/SSD/07/0001-R

Dear Sir/Madam,

BBC Media Action in South Sudan would like to invite competent and reputable companies dealing in processing of **Pure natural and Clean drinking water** to submit financial proposal for supply and delivery of clean and good for human consumption drinking water. Interested suppliers/vendors are requested to submit their financial proposal as per **Annex I** below.

BBC Media Action is the BBC's international charity - we believe in media and communication for good. Last year, we reached more than 130 million people in some of the world's poorest and most fragile countries. Our projects and programmes save lives, protect livelihoods, counter misinformation, challenge prejudice and build democracy. <https://www.bbc.co.uk/mediaaction/>

BBC Media Action began working in South Sudan in the lead-up to its historic 2011 independence referendum, training journalists to provide impartial coverage and help audiences exercise their voting rights. Since then, our work has expanded to support one of the world's youngest countries on its journey towards sustainable development. <https://www.bbc.co.uk/mediaaction/where-we-work/africa/south-sudan>

1.1. Remarks and special condition:

All offers must meet the terms, and conditions specified in the tender document. The quality, and quantity must be in line with the specifications stated in this tender.

- BBC Media Action holds the right to make slight changes to the technical specifications and quantities provided.
- In case an alternative to the specified items is offered, the supplier must clearly indicate the specification and excessively document with pictures.
- Offloading, packaging, delivery/transportation to agreed location, and unloading cost should be inclusive of commodity price.

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- Suppliers are obliged to indicate the current location of stock and availability of the commodities offered for first or third-party inspection.
- Delivery location for all items will be Juba, BBC Media Action store.
- Offered price should be inclusive of all taxes, duties, clearance, and other cost in accordance with the law of South Sudan.
- Payment of all taxes according to the law of South Sudan is the sole responsibility of the supplier.
- The tender is not planned to be divided into lots.
- Any initial costs incurred by bidders in the process of tendering is a full responsibility of individual bidders. BBC Media Action does not charge fee during or after tender award.

**1.2. Please refer to detailed quantity, description, and specification of items below:
Varieties / Quantities:**

Annex (I)

NO. #	Item description	Unit	Quantity	Unit cost inclusive of VAT
01	Empty 18.9 Litter Container	Piece	100	
02	Refilling of drinking water	Piece	100	
03	600 ML carton	Carton	10	
04	<p>Note:</p> <ul style="list-style-type: none"> • The quantity indicated is for purpose of princes. The pre-qualified supplier may supply more than specified quantities. • The supplier must indicate the minimum number of cartons it can deliver at one time. 			

1.3. Participation:

The tender is open on equal terms to capable and reliable persons participating either individually or in a group (consortium) of tenderers or companies which are legally registered and established locally, with the financial capability to supply goods to South Sudan.

1.4. Language of bid:

The tender, all correspondence and documents related to the tender exchanged by the bidders and the BBC Media Action must be written in the language of the procedure, which is English.

1.5. Contradiction or errors in the bid documents: If the bidder notices contradictions or errors in the bid document or specifications that are unclear, the bidder must clarify the issue by making queries before the deadline for the submission of bid documents. The principle hereby agrees to clarify all queries to all interested bidders upon request.

1.6. Alteration or withdrawal of bids:

Bidders may alter or withdraw their tenders by written notification prior to the deadline for submission of the bid document. No bid may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure. Any such notification of alteration or withdrawal must be prepared and submitted in writing before the deadline. No bid may be withdrawn in the interval between the deadline for submission and opening of bids and the expiry of the tender validity period. Any correction of information must be clear and is to be confirmed by signature, specifying the date.

1.7. Error in Calculation:

- Bids submitted by interested bidders will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follow:
- Where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount considered.
- 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 considered.
- Amounts corrected in this way will be binding on the bidder. If the bidder does not accept the rectified price, its bid will be rejected and consider as invalid.

1.8. Packaging and picking:

The packaging must be appropriate to the nature (size, weight and capacity) of the items and reach international standards. The packaging should avoid transport damages and protect from bad weather conditions (preferably waterproof packaging). Packaging should be easy to load and

offload by appropriate manpower. Costs of picking and packaging must be included in the unit price of each item. Warranty, stating the satisfaction guarantee right should be specified on the packaging or in the offer.

1.9. Marking and labelling:

All packages must be labelled with the Name and weight of the item; the package should indicate trade name and place/country of origin.

10. Delivery time & conditions:

All deliveries shall be to BBC MA, Juba Office, within 1 week from date of receiving Purchase order (PO). Loading, offloading and transportation will be covered by supplier and must be included in the offer. The offer should indicate the number of days required to deliver the goods upon receipt of the purchase order.

Delivery quality and quantity not meeting the required specification or in accordance with the agreed samples provided, will be rejected, and returned at supplier's own cost.

11. Prices:

All prices must be indicated/quoted in **United State Dollars**. Suppliers are to indicate if items are taxable where applicable according to the law of South Sudan. VAT should be quoted separately with the percentage clearly shown. Transport cost for the whole consignment to BBC Media Action Store in Juba, is the responsibility of the supplier. Price once quoted cannot be change for the period specified in the tender document and is guaranteed by the bidder.

12. Documents:

Following documents must be submitted on or before tender closing:

- I. Tender document***
- II. Written/printed quotation on company's letter head including specification, pictures of the offered items if possible.***
- III. Validity of offer estimated delivery time, quantity available, stock location.***
- IV. BBC Media Action supplier's conflict of interest declaration form signed, dated and stamped.***
- V. Valid Business registration***

- VI. Tax clearance Certificate**
- VII. Valid Tax Identification Certificate**
- VIII. Valid Operation Licence,**
- IX. Valid Import Licence**
- X. Proof of supply of similar Items/recommendation letters**
- XI. Company profile**
- XII. Terms and Conditions**
- XIII. Company Bank Details**
- XIV. Test result certificate from recognized Laboratory (Kenyan Standard (KA) or East African standard (EAS) and World Health Organization (WHO))**

13. Bank Account Criteria:

Bidders need to have a bank account where the company is officially registered. Company bank account should be in South Sudan, if the bidder is legally registered in South Sudan. Bidders need to provide the following information to BBC Media Action:

- Account name
- Account number
- Bank name
- Swift Code

14. Evaluation and Award Criteria:

Best value for money approach, which is a combination of price, quality/viability, and availability.

- Price 40%
- Quality (Sample inspection) 40%
- Delivery schedule/availability 20%

15. Exclusion & Selection criteria:

- Non-submission of all requested documents as mentioned in **Section 12**.
- Offered items/variety not in line with required quality and variety ordered.
- Incomplete bid submission.
- Not submitting signed BBC Media Action' conflict of interest Declaration Form and other requested documents
- Offer validity less than requested minimum days as mentioned in the tender document.

17. Payment Conditions:

Payment will be made within 10 to 30 working days after complete and satisfactory delivery, and reception of the documents mentioned as specified and agreed upon by both parties. Fluctuation in market price must be compensated by the supplier to his own benefit or loss. All tax liability as is required by the law of South Sudan is the sole responsibility of the supplier

18. Terms and Conditions of Contract / Purchase Order:

The granted contract/purchase order for the procurement of the stipulated goods is supposed to involve the application of the “BBC Media Action’ Terms and Conditions for Procurement of Goods and Services”

19. Penalties:

Final delivery schedule will be negotiated and fixed in the purchase order. In the event of delay in delivery caused other than by force majeure, BBC MA is entitled to make use of a penalty of 10% of the total value of the consignment still to be delivered. The penalty will be deducted from the invoice.

In the event of incomplete delivery caused by the Supplier, BBC MA is entitled to deduct the losses from the invoice. In case of damaged cargo caused by inappropriate packaging BBC MA reserves the right to deduct from the relevant order sum amount according to the variance to the requested specification. In case the quality is not in line with specifications initially agreed by both sides, the Supplier must inform BBC MA as soon as possible. Goods not meeting agreed quality can be rejected by BBC MA.

20. Tender Conditions:

The tender must be valid 60 calendar days from tender closing date at minimum. Quotations must specify all details according to the tender text. Incomplete offers and offers that arrive later than the deadline will be automatically excluded. **Please note the tender opening is public.**

21. Submission of tender documents/offers:

Application must be performed **online** through the email procurement@ss.bbcmmediaaction.org not later than the **29th September, 2023**, at 17:00 pm

[BBC Media Action is committed to and adheres to Safeguarding and thus all our service providers and contractors are expected to carry out their duties in accordance with our Safeguarding guidelines.](#)

All inquiries about the concerned competition can be submitted through the procurement@ss.bbcmiaaction.org with subject marked “**inquiries....Ref number**” directly latest **29th September, 2023**, at 17:00 pm.

This document is not valid without signature and stamp

Enclosed:

- *Declaration of impartiality and confidentiality*

DECLARATION OF IMPARTIALITY AND CONFIDENTIALITY

Annex (II)

Company Representative name	
Title	
Nationality	
Email Address	
Company Name	
Location/Address:	
Tender Ref Number	

I, the undersigned, hereby declare that I agree to participate in the tender Process to supply

 By signing this declaration, I confirm that I have read the tender and is aware of its terms and conditions, BBC MA’ code of conduct and regulations and will be satisfied with the selection procedures described in the tender document and procurement manual. I further declare that I shall execute my responsibilities honestly, fairly and impartially.

I am independent of all parties which stand to gain from the outcome of the procurement process. To the best of my knowledge and belief, there are no facts or circumstances, past or present that could arise in the foreseeable future, which might call into question my independence in the eyes of any party. Should it become apparent during the selection process that such a relationship exists or has been established, BBC MA has the right to terminate my application from the tender process and future other tenders that might be available.

I agree to hold in trust and confidence any information or documents ("confidential information") disclosed to me, discovered by me, or prepared by me in the course of or as a result of the this tender process and agree that it shall be used only for the purposes of the tender and shall not be disclosed to any third party. I also agree not to retain copies of any written information or prototypes received.



Confidential information shall not be disclosed to any BBC MA employee or member of the procurement committee unless they agree to execute and be bound by the terms of this declaration.

Date:	
Name:	
Position	
Signature:	

Company Stamp: _____