

Malteser Hilfsdienst e. V., Malteser International, Erna-Schaeffler-Str. 2, 51103 Cologne, Germany
Annex 1: Request for Quotation RFQ JUB 2024 0102

Related to our advert **ITT_JUB_2024_0102** for: Rehabilitation of four (4) blocks of latrines at 3 primary schools: 1 block at Don Bosco Primary School, 1 block at Nyaing Primary School and 2 blocks at Illiangari Primary School

Under the following project reference number: 1385-JUB, UNICEF

1) Description of the organization and its activities

Malteser International (MI) is the international humanitarian relief agency of the Sovereign Order of Malta. For over 60 years we provide relief and recovery for people during and following conflicts and disasters around the world. Christian values and humanitarian principles form the foundations of our work. In over 30 countries in Africa, the Americas, Asia and the Middle East, we support people in need – regardless of their religion, origin or political convictions.

Malteser International has been working in the geographic area of today’s South Sudan since 1996. MI implements a multisectoral program including Food & Nutrition Security, Livelihoods, WASH, health and peaceful conflict resolution. This includes activities such as agricultural trainings, cash distributions, food for education and access to water, sanitation and hygiene. The program is aiming to increase its work with local partner organisations to optimise its sustainability. Furthermore, MI applies a participatory, gender sensitive and inclusive approach in its programming. As of today, MI maintains its country office in Juba while operating a program office in Wau and project offices in Uyujuku and Yei.

2) Presentation of Quotation

<i>Quotation Submissions</i>	Quotations shall be submitted <u>only</u> via: mb.procurement-juba@malteser-international.org
<i>Email Subject</i>	Reference in Email subject should be “RFQ_JUB_2024_0102”
<i>Deadline for Submission of Quotations</i>	All quotations must be submitted by <u>28th June 2024 at or before: 12:00 pm</u>
<i>Quotation Opening</i>	Quotations will be opened by MI Evaluation Committee.

3) Content of Quotation

All submitted quotations shall include:

- 3.1. Technical Proposal (as specified below)
- 3.2. Financial Proposal (as specified below)
- 3.3. Supporting and Legal Documents:

- ✓ **Legal Status of the Company and Information required includes**
Principal Place of Business & Addresses (Location, Office Telephone, and Email); Full Details of Company Representative (Name, Title, Telephone & E-mail); Copy of Relevant Certificates (Renewed Registration Certificate, Copy of Valid Trading License, Copy of valid Income Tax Clearance Certificate and valid VAT Registration Certificate .
- ✓ **Bank Statement of the last three months (March, April, May 2024)**
- ✓ **Experiences and Works References and information required**
Provide for project name, value, brief description of scope of works and location of any 2 recent similar projects completed; Provide completion certificate of Works as proof of evidence and

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provide Referees for recently completed projects mentioned above (Name of contact person, Title and contact details– Telephone & Email)

✓ **Filled, signed and stamped Questionnaire for Tender (Annex 4)**

3.1) Technical Proposal

The Bidder shall prepare a method statement inclusive of a preliminary program as part of their quotation. It shall be utilised to assess the Bidders understanding of the project and logical progression of works to facilitate phased renovation in an effective, efficient and safe manner. The method statement shall include at a minimum:

a) **Realistic Work schedule**

The preliminary works schedule shall be as detailed as possible. It shall show the level of detail appropriate to each stage of the Works and all activities each of which shall be given a short title. In his preliminary programme of works, the Contractor shall identify all the constraints he envisages to the timely mobilisation.

b) **Qualification of Personnel**

Provide proposed Project Manager and Site Foreman/Engineer assigned for the engagement (Names, Qualifications, CVs and Years of Relevant Experience) and provide Details of relevant project staff deployed for the engagement (Categories/ Roles and number of staff)

c) **Plant and Equipment**

Provide lists projected build-up of machinery on site for each phase of relevant plants and equipment owned or leased to be used for the Works.

3.2) Financial Proposal

Financial Proposal should consist of **completed Bill of Quantities** (BOQs as per Annex 2) separated in three sheets:

- a) **Rehabilitation of 1 Block Latrine of 4-stances in Don Bosco Primary School**
(County: Juba County - Lokirili Payam)
- b) **Rehabilitation of 2 Blocks Latrines of 2-stances in Illiangari Primary School**
(County: Juba County - Lirya Payam)
- c) **Rehabilitation of 1 Block Latrine of 4-stance pit latrine in Nyaing Primary School**
(County: Juba County)

The BOQs should be completed as followed:

- The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items, for which no rate or price is entered by the Bidder, will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities,
- The Bill of Quantities received with this document shall not be modified,
- Where the Bidder observes errors or omissions in the quantities and/or prices stated, these shall be brought to the attention of Malteser International not later than three days before the deadline.
- The original and all copies of the quotation shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Bidder. All pages of the BOQs shall be initialled by the person or persons signing the quotation.

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4) Instructions for Quotations

<i>Specifications</i>	Rehabilitation of four (4) blocks of latrines at 3 primary schools: 1 block at Don Bosco Primary School, 1 block at Nyaing Primary School and 2 blocks at Illiangari Primary School (according to BOQ and Drawings)
<i>Contact for correspondence, notifications, and requests for clarifications</i>	All correspondence, notifications, and requests for clarification in relation to this RFQ shall be sent to: Felix Ladner, felix.ladner@malteser-international.org
<i>Bidder Eligibility</i>	Malteser International will only contract a single legal entity.
<i>Clarifications</i>	Requests for clarification from bidders will not be accepted any later than 3 days before the deadline for submission of quotations.
<i>Site Inspection</i>	<p>Before submitting the quotation, the Bidder advised to complete a visit to the project sites to familiarize itself with the condition of the site. MI will not provide support for visits to the project sites. Failure to visit the site shall be deemed a Bidder's risk and shall not be accepted by MI, at any time, as a reason for failure to meet the requirements of the Contract Agreement. In submitting a quotation, it is assumed that the Bidder has visited the sites.</p> <p>The focal person to be contacted for visits to projects sites is: Stephen Laku, Director of Water and Sanitation, 0928172442</p>
<i>Drawings</i>	To assess the work to be done, please refer to Annex 3: Drawings of this advert
<i>Quotation validity period</i>	Quotation shall remain valid for acceptance by the employer for two months from the deadline for submission of quotations.
<i>Quotation Currency</i>	Prices shall be quoted in United States Dollars (USD).
<i>Duties and Taxes</i>	The Bidder shall price his quotation including all duties, taxes, levies, and other charges in force in South Sudan.
<i>Language of quotations</i>	All quotations, information, documents, and correspondence exchanged between Malteser International and the bidders in relation to this quotation shall be in English.

5) Opening and Evaluation of Quotations

5.1. Opening of Quotations:

- The Evaluation Committee will open the quotations after submission of deadline. MI will record the quotation opening strictly in accordance with MI procedure. The Bidders will not be invited to the quotation opening
- Only quotations which were submitted before the deadline outlined in this RFQ shall be considered for the evaluation.

5.2. Evaluation of Quotations (Criteria)

- Firstly, quotations shall be evaluated for formal compliance based on:
 - Submitted before the deadline
 - Submitted Technical and Financial Proposals (as specified in 3.2.)

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- Submitted complete legal and supporting documents (as specified in 3.3.)
- Secondly, quotations shall be evaluated based on following technical and financial criteria in a comparative bid analysis:
 - Technical expertise and implementation methodology
 - Previous experience with NGOs in construction projects
 - Resources and key personnel available
 - Financial Capacity
 - Price
- Furthermore, following information are to be considered for the evaluation
 - a. The set criteria shall be used to determine the most economically advantageous quotation for contract award,
 - b. The Bidder's initial proposal should contain the quotation's best terms from a cost or price and technical standpoint,
 - c. If quotations are determined to be equivalent based on the technical criteria, price will then become the deciding criterion for award,
 - d. Bidders are forewarned that an acceptable proposal with the lowest price may not be selected if award to a higher-priced proposal affords MI a greater overall benefit,
 - e. The MI will favourably evaluate a schedule, which shows earlier completion than the MI's required time frame. The Bidder's innovative approaches to accomplish early completion are encouraged.

5.3. Award

- Upon Evaluation process Malteser International will decide to award the best offer based on evaluation criteria mentioned under 5.2
- Notification of award and signing of Agreement
 - a. The notification of award will be informed to the successful Bidders,
 - b. The Contract Agreement will comprise the entire agreements between the MI and the successful Bidder. It will be signed by the MI and sent to the successful Bidder. Within 2 days of receipt, the successful Bidder will sign the Contract Agreement and deliver it to the MI.

6) Conditions for Contract Agreement (if rewarded)

Item	Data
Contracting Party	MI
Governing Law	Law of the Country – Republic of South Sudan
Language	English
Provision of Site	On the Commencement Date
Contractor's Representative	To be notified in writing by the Contractor
Time for Completion	2 months
Programme: Time for submission	Within 5 days of Commencement Date
Delay Damages	0.10% of Contract Price per day up to a maximum of 10%
Defects liability period	3 months calculated from the date stated in the notice under Sub-Clause 6.5
Percentage of retention	10% of the payment for three months
Currency	US Dollars

1. General Provisions

1.1 Definitions

- 1.1.1 "Variation" means a change to the Specifications and/or Drawings (if any), which is instructed by the Malteser International,
- 1.1.2 "Date of Substantial Completion" means the date when the Works have reached substantial Completion as stated in the Taking-Over Certificate,
- 1.1.3 The "Defects Notification Period" means the period for notifying defects in the Works,
- 1.1.4 The "Final Completion Certificate" means the certificate issued under Sub-Clause 9.4,
- 1.1.5 "Taking-Over Certificate" means a certificate issued under Clause 6.5 certifying that the Works have reached Substantial Completion and stating the date of Substantial Completion,
- 1.1.6 'Contract' means the Agreement and other documents listed in the Appendix,
- 1.1.7 'day' means calendar day.
- 1.1.8 'Force Majeure' means an exceptional event or circumstance which is beyond a Part's control; which such party could not have provided against before entering contract; which, having arisen such Party could not reasonably have avoided or overcome, and which is not substantially attributable to other party.

1.2 Communication

- 1.2.1 The Contractor shall neither seek nor accept instructions from any authority external to Malteser International in connection with the performance of its obligations under the Contract.

1.3 Assignment

- 1.3.1 The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Malteser International,

1.4 Malteser International's Use of Contractor's Documents,

- 1.4.1 As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor. The Contractor gives and shall be deemed (by signing the Contract) to give to the Malteser International a perpetual, non-terminable, transferable non-exclusive, royalty-free, worldwide license to copy, use and communicate the Contractor's Documents, including making and using modifications of them,

1.5 Confidential nature of Documents and Information

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1.5.1 The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws.

1.5.2 All information provided to either party by either party shall be held in confidence by all Parties,

1.6 Law

1.6.1 The law of the contract is stated in the Appendix,

2. The Malteser International

2.1 Provision of Site,

2.1.1 Malteser International shall provide the site in the presence of the authority.

2.2 Malteser International instructions,

2.2.1 The contractor shall comply with all instructions given by the Malteser International in respect of the Works including the suspension of all or part of Works,

2.3 Approvals

2.3.1 No approval or consent or absence of comment by Malteser International or the Malteser International's representative shall affect the Contractors obligation.

3. Engineer / Malteser International's Representative

3.1 The Malteser International may appoint an Individual to carry out certain duties.

4. The Contractor

4.1 General obligation

4.1.1 The Contractor shall carry out Works Properly and in accordance with the contract. The Contractor shall provide all the supervision, labour, Materials, Plant and Contractor's equipment which may be required.

4.2 Contractors representative

4.2.1 Contractor shall submit to the Malteser International the name and particulars of the person authorized to receive instructions on behalf of the Contractor,

4.3 Subcontracting

4.3.1 The Contractor shall not subcontract the whole of the works. The contractor shall not subcontract any part of the Works without consent of the Malteser International,

4.4 Performance Security

4.4.1 Contractor shall deliver to the Malteser International within 60 days of commencement date a performance security in a form and from third party approved by the employer,

4.5 Safety Procedures

4.5.1 The Contractor shall comply with the requirements of the specification and all applicable local and national laws governing the health and safety requirements for the protection of employees and any others entering the Site,

4.6 Site Data

4.6.1 The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the quotation or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the quotation,

4.7 Sufficiency of the Contract Amount

4.7.1 The Contractor shall be deemed to:

- a) have satisfied himself as to the correctness and sufficiency of the Contract Price, and
- b) have based the Contract Price on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.6.,

4.7.2 Unless otherwise stated in the Contract, the Contract Price covers all the Contractor's obligations under the Contract and all things necessary for the proper execution and completion of the Work and the remedying of any defects,

4.8 Contractor's Equipment

4.8.1 The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor

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shall not remove from the Site any major items of Contractor's Equipment without the written consent of Malteser International. Consent shall not be required for vehicles transporting Goods or Contractor's Personnel

4.9 Supply of Electricity and Water

4.9.1 The Contractor must provide on the Site, for the duration of the Works, an adequate supply of drinking and other water for the use of its staff and labour. The Contractor shall also provide power and other services required for him to undertake the Works.

4.10 Progress Reports

4.10.1 Progress reports shall be prepared by the Contractor and submitted to the Malteser International's Representative containing the project progress information required by the Contract.

4.11 Contractor's Personnel

4.11.1 The Contractor's Key Personnel are named in the quotation. The Contractor must not replace the Key Personnel without prior written consent of the Malteser International and must submit to the Malteser International for approval the names and particulars of the persons the Contractor proposes to replace.

4.11.2 The Contractor's Personnel must be appropriately qualified, skilled, and experienced in their respective trades or occupations. The Malteser International may require the Contractor to remove (or cause to be removed) any person employed on the Site or in the execution of the Works, including the Contractor's Representative who in the opinion of the Malteser International,

- a) persists in any misconduct or lack of care,
- b) carries out duties incompetently or negligently,
- c) fails to conform with any provisions of the Contract or
- d) persists in any conduct which is prejudicial to safety, health, or protection of the environment.

4.11.3 Where this Sub-Clause 4.11.2 applies, the Contractor must then appoint a suitable replacement person for each person so removed.

4.11.4 The Malteser International will not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any of the Contractor's Personnel, unless resulting from any act or Default of Malteser International.

5. Malteser International Liability

5.1 In this Contract, Malteser International's Liabilities mean:

- a) Force Majeure,
- b) a suspension under Sub-Clause 2.2 unless it is attributed to the Contractor's failure, act, omission or breach.

6. Time for completion and take over

6.1 Execution of the Works

6.1.1 The contractor shall commence the works on the commencement date and shall proceed expeditiously and without delay and shall complete the works within the Time for Completion.

6.2 Extension of time

6.2.1 Subject to clause **8.3** the contractor shall be entitled to an extension of Time for completion if he is or will be delayed by employers Liabilities. On receipt of the application, Malteser International shall consider all the supporting details provided by the contractor and shall extend the time for completion as appropriate.

6.3 Late Completion

6.3.1 If the Contractor fails to complete the Works within the Time for completion, the contractor's liability to the Malteser International for such failure shall be to pay amount stated in the Appendix for each day for which he fails to complete the works.

6.4 Take-Over

6.4.1 The contractor may notify the employer when he considers that work is complete.

6.5 Take-Over Notice

6.5.1 Malteser International shall notify the contractor when he considers that the contractor has completed the works stating the date accordingly. Malteser International shall take over the works upon the issue of this

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notice. The contractor shall promptly complete all the outstanding works and subject to clause 7 clear the site.

7. Remedying Defects

7.1 Malteser International may check the sites after 1 month of completion of work through a joint assessment with the contractor and if any determine any defects or outstanding work. These defects should be fixed within the liability period of 3 months. The contractor shall remedy at no cost to the employer any defects due to the contractors design, materials, plant or workmanship not being in accordance with the contract.

8. Variations and Claims

8.1 Right to Vary

8.1.1 The Malteser International may instruct Variations.

8.2 Valuation of Variations

8.2.1 Variations shall be valued as follows.

- a) At lump sum price agreed between the Parties,
- b) Where appropriate at rates in the contract or
- c) In the absence of rates, the rates in the Contract shall be used as the basis for valuation or failing which,
- d) At appropriate new rates, as may be agreed or which the employer considers appropriate.

8.3 Early Warning

8.3.1 A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt Works, or which may give rise to a claim for additional payment. The contractor shall take all reasonable steps to minimize these effects. The contractor's entitlement to extension of time for completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.

8.4 Variation and Claim Procedure.

8.4.1 The contractor shall submit to Malteser International an itemized makeup of the value of the variations and claims within 28 days of the Instruction or of the event giving rise to the claim. Malteser International shall check and if appropriate agree the value. In the absence of agreement, Malteser International shall determine the value.

8.5 Adjustment for Changes in Cost

8.5.1 Unless otherwise expressly stated, the Contract Price, and the rates and prices inserted in the Bill of Quantities, will not be adjusted for rises or falls in the cost of labour, goods and other inputs to the Works and the Contract Price and the rates and prices inserted in the Bill of Quantities, will be deemed to include amounts to cover contingency of rises and falls in the cost of labour, goods and other inputs to the Works.

9. Contract Price and Payment

9.1 Valuation of Works

9.1.1 The Malteser International shall pay the Contract Price in accordance with this Clause 9 and the Scope of Works annexed to the Contract. The Contractor is deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price and all fixed unit rates and prices in the Contract.

9.2 Payment of Retention

9.2.1 The retention will be paid by Malteser International to the Contractor within 14 days after **three** months of completion of the work.

9.3 Payment

9.3.1. Within 14 days after receiving the Final Completion Certificate, the Contractor must submit a final account to the Malteser International together with any documentation reasonably required to enable the Malteser International to ascertain the final contract value.

9.4 Delayed Payment

9.4.1 The Contractor is not entitled to any interest in respect of any amount in any statement submitted to Malteser International which remains due and unpaid.

10. Default and termination

10.1 Default by the Contractor

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- 10.1.1 If the Contractor abandons the Works, refuses, or fails to comply with a valid instruction of the Malteser International or fails to proceed expeditiously and without delay, or is in breach of the Contract, the Malteser International may give notice referring to this Sub-Clause and stating the default.
- 10.1.2 If the Contractor has not taken all practicable steps to remedy the defaults with 14 days after the Contractor's receipt of the Malteser International's notice, the Malteser International may by a second notice of 14 days, terminate the Contract.
- 10.1.3 The Malteser International reserves the right to terminate the Contract immediately without written notice if the Contractor is declared insolvent or is in breach of the contract.
- 10.1.4 If Malteser International serves a termination notice under this Sub-Clause 10.1, the Contractor must stop work and demobilize (except to the extent specified in the notice from Malteser International).
- 10.2 Payment upon Termination
- 10.2.1 After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:
- any sums to which the Contractor is entitled.
 - any sums to which the Malteser International is entitled,
 - if the Malteser International has terminated under Sub-Clause 10.1, the Malteser International shall be entitled to a sum equivalent to 10% of the value of those parts of the Works not executed at the date of the termination,
- 10.3 Malteser International's Entitlement to Terminate for Convenience
- 10.3.1 The Malteser International may in its absolute discretion terminate the Contract, at any time for the Malteser International's convenience, by giving notice of such termination to the Contractor. The termination will take effect 28 days after the later of the dates on which the Contractor receives this notice, or Malteser International returns the Bank Guarantee for performance.

11. Risks and Responsibility

11.1 Contractor's Care of the Works

- 11.1.1 The contractor shall take full responsibility for the care of the works from the commencement date until the employer takes over the completed works.

11.2 Force Major

- 11.2.1 If a party is or will be prevented from performing any of its obligations by force Majeure, the party affected shall notify the other party immediately. If necessary, the contractor shall suspend the execution of works and to the extent agreed with the employer demobilize the contractor's equipment.
If the event continues for a period of 84 days either party may give notice of termination which shall take effect 28 days after giving the notice.

12. Insurance

- 12.1 The contractor shall, prior to commencing the works effect and thereafter maintain insurances for the Works, Materials, Plants and contractor's equipment and Manpower including third parties.

13. Resolution of Disputes

13.1 Resolutions of Disputes

- 13.1.1 Disputes shall be settled amicably.

Country Office Juba

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