

# **REQUEST FOR QUOTATION (TENDER DOCUMENT)**

Date: 12/07/2023

Ref: Tender HESS-SS-2023-PR- 003 – Construction of 2 Blocks of TLS of 8 classrooms each, and construction of 3 Stances of 8 gender segregated latrines at Awerial complex Primary school.					
Name of a company					
Address					
Phone number					
TIN number or equivalent					
Email address					

Kindly provide a quotation for the following goods or services

# Table 1: Price citation

No	Item description and specification	QTY	ITEM	UNIT COST \$	Total cost U\$
Lots	Lots-Construction of 8 Improved Temporary Learning spaces (TLS) and renovation				
of Awerial complex Primary School in Awerial County					
1	Establishment of improved standards 2 blocks of TLS of 8 classrooms (4 classrooms in each block) with concrete slabs, roofing and veranda in Awerial primary school- MoGEI standard. See attached design.	8	TLS		
SUB-T	UB-TOTAL Establishment of 2 new block of TLS with 8 classrooms				
SUB-TOTAL REHABILITATION/renovation of 1 block classrooms					
3	Establishment of 3 Stance Latrines of 1 stands each 3 doors ( Girls; 1 door room for children with disabilities, 1 door for children with physical abilities, 1 changing room for girls.) (Boys: 1 door children with disabilities, 1 door for children with physical abilities) and Teachers: 1 door female and 1 door male.	4	Latrines		
Sub-To	Sub-Total: Establishment of 4 block latrines				
Grand Total for Establishment of TLS and latrines					

# TABLE 2: Offer to Comply with Other Conditions and Related RequirementsDate: 12/7/2023

	Your Responses (Tick appropriately)			
Other Information pertaining to our Quotation are as follows:	Yes, we will comply	-	If you cannot comply, pls. indicate counter proposal	
Partial Bidding: Not acceptable				
Currency of Quotation: US\$				
Payment terms: HESS operates on a standard 30-day credit. Please confirm that you agree with these terms.				
Delivery Lead Time: 21 days upon purchase order/Contract signature.				
Delivery terms: Incoterms 2023				
Validity of Quotation: 30 days				
1 Year warranty on services and equipment parts of BOQs				
Liquidated damages: 0.5% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated.				

## Documents to be submitted:

Please ensure your quotation is accompanied by the documents listed below.

- 1. Company Profile, which should not exceed fifteen (15) pages.
- 2. Company registration certificate including Articles of Incorporation.
- 3. Valid business Operation license
- 4. Valid Tax Clearance Certificate.
- 5. Active bank statement for the last 6 months, on a Bank letterhead clearly stamped and signed, indicating at least 75% of the financial figure on the quotation
- 6. Minimum 2 contracts/POs of similar nature, value, and complexity (TLS, Latrine construction and renovation projects) implemented during the last 3 years and corresponding completion certificates awarded.
- 7. Implementation timetable (must indicate detailed list of tasks, duration, and allocated resources per task as per the requirement).

#### **Bid Submission**

All potential suppliers within Juba are required to submit the bid documents in a sealed envelope except for bidders in the field locations. Any bid submitted electronically by Juba vendors shall not be considered. Sealed bids should be clearly marked with the above tender reference number and delivered to the below address:

Due to the urgency of this activity, bids can be submitted from 13th July, 2023 to 19th July, 2023 at 5.00PM South Sudan local time in a sealed envelope to HESS South Sudan Head office clearly labelled;

Ref No: 2023-PR- 003 ATTENTION: Date 12/ July/2023 Chairperson Tender Committee, HelpEducation South Sudan Juba Head Office Hai Cinema, Yaro Plaza Addis ababa Road Juba South Sudan Office.

All bids should be delivered in a shield hard copy enveloped. Email will not be considered. Bids submitted by hand/courier must be recorded in the bid receipt record form and dropped in the bid box. Unrecorded bids and those received after the deadline for submission shall automatically be disqualified.

#### **EVALUATION CRITERIA:**

In principle, the financial evaluation of complete and responsive offers from qualified bidders will be conducted on the basis of the total cost for the requirement and award based on the lowest price technically qualified bid.

## Preliminary evaluation:

Non-discretionary "Pass" or "fail" rating based on submission of the following documents.

- 1. Company Profile, which should not exceed fifteen (15) pages.
- 2. Company registration certificate including Articles of Incorporation. 3. Valid business Operation license
- 3. Valid Tax Clearance Certificate.
- 4. Active bank statement for the last 6 months, on a Bank letterhead clearly stamped and signed, indicating at least 75% of the financial figure on the quotation

- 5. Minimum 2 contracts/POs of similar nature, value, and complexity (Latrine construction projects) implemented during the last 3 years and corresponding completion certificates awarded.
- 6. Implementation timetable (must indicate detailed list of tasks, duration, and allocated resources per task as per the requirement).

Only qualified bids shall be considered for the technical evaluation.

**Technical Evaluation** 

Responsiveness/full compliance to technical requirements (BOQ)

Completeness of bid to the requirement

Comprehensiveness of after-sales services (compliance with defects liability period)

#### **Financial Evaluation**

Financial Comparison of the technically qualified bids after arithmetic analysis and award to Lowest Priced bidder.

We, the undersigned, hereby accept in full HESS General Terms and Conditions and hereby offer to supply the items listed above in conformity with the requirements of HelpEducation South Sudan as per details provided above.

#### NOTE: ONLY SUCCESSFUL SUPPLIERS WILL BE CONTACTED

For the supplier	
Name:	
Title:	
Signature and stamp:	
Date:	

#### HESS TERMS AND CONDITIONS OF PURCHASE

#### **1: GENERAL PROVISIONS**

The following general Terms and Conditions apply to all orders placed by HESS with a supplier. The term "order" refers to any HESS purchase order or contract.

Upon acceptance of the order, the supplier shall be entirely bound by the provisions of these Terms and Conditions which will prevail over any additional or differing terms in the supplier's terms of sale.

This Agreement may only be varied with the written consent of HESS and any specific terms and conditions in the purchase order or contract will prevail over these terms and conditions.

## 2: DELIVERY

Except if otherwise specified in writing in the purchase order or contract, all orders will be delivered carriage and insurance paid (CIP), or in conformity with the

Incoterms specified on the purchase order.

Goods will remain the sole responsibility of the supplier until the delivery note has been signed by HESS or by the forwarding agent appointed by HESS.

All orders will be delivered in full, unless HESS has agreed to partial deliveries in writing.

All deliveries will be accompanied by a delivery note mentioning the purchase order reference or contract numbers, complete descriptions and quantities of goods delivered, and batch or serial numbers if applicable. HESS reserves the right to request additional documentation such as certificates of analysis and/or certificates of origin for goods delivered.

Should the point of delivery be different to the billing address, a copy of the delivery note, and shipping documentation will be sent to the ordering entity at least 24 hours before expedition of the goods.

HESS reserves the right to refuse any goods delivered in excess of quantities ordered. Excess quantities will be returned to the supplier at their own risk and cost.

## **3: DELIVERY TIMES**

Delivery times and delivery dates appearing on the purchase order or contract are binding.

If contractual delivery times are not respected, HESS May, in accordance with the law, apply late delivery penalties without prejudice to the cancellation clause. These penalties will amount to two percent (2 %) of the total amount of the undelivered goods, excluding taxes, per week of late delivery.

If goods have not been delivered within ten (10) calendar days after the contractual delivery date, HESS reserves the right to cancel the order for undelivered goods without notice or payment to the supplier.

#### **4: COMPLIANCE**

A delivery will only be considered as compliant after verification and acceptance by HESS. Noncompliant goods can be refused, without written prior agreement from the supplier, and returned by HESS at the supplier's cost and risks within fifteen (15) calendar days of delivery. After this time HESS will be responsible for costs incurred returning the goods.

HESS may also demand that the goods be brought up to standard or replaced within fifteen (15) calendar days of receipt of a written request from HESS, that the total price be refunded, or the cancellation of the order in its entirety.

All delivery prices include packaging charges. No deposit can be applied to packaging without prior written agreement from HESS. If such an arrangement is agreed, details of the deposit will be clearly explained on all delivery slips and invoices.

## **5: PACKAGING**

The supplier agrees to supply goods and services that comply with technical specifications defined by HESS, official standards and, in all cases that comply with good professional practice. Packaging must be compliant with the quality standards required by the nature of the goods, and their transport, storage, and handling, in order that they are delivered in perfect condition.

#### **6: WARRANTY**

The supplier guarantees that goods will be delivered undamaged and free from defects, contamination, or unreasonable wear, and that they will comply with their destined usage. The supplier provides, at no additional charge, a 12-month guarantee (material, labor, and travel

costs) for delivered goods commencing on the date of acceptance by HESS. Any replacement or repair of goods by the supplier will renew the guarantee for a further twelve (12) months beginning on the date of acceptance by HESS of the replaced or repaired goods. The supplier guarantees that any replacement parts will be provided at short notice, and an after-sales service will be guaranteed for two (2) years from the initial delivery date.

## 7: LIABILITY

The supplier is entirely liable for the delivery of goods in compliance with the terms and conditions of the purchase order or contract, and with the laws, regulations, recommendations, standards, and good professional practices applicable to the sector.

The supplier is solely liable for any damage caused by its staff or sub-contractors during the execution of the purchase order or contract. The supplier agrees to hold a valid civil liability insurance policy for the entire duration of their contractual agreement with HESS.

## **9: ORDER CANCELLATION**

Any order unfilled by the supplier or non-compliant with one or several of their contractual obligations may be lawfully cancelled by HESS if the failure to comply is not addressed in the fourteen (7) calendar days following formal notification by HESS by registered mail with acknowledgement receipt.

HESS will notify the supplier in writing of the cancellation, which will take effect to the sole detriment of the supplier, and this notwithstanding all damages suffered or incurred by HESS.

#### 10: PRICE

Unless stipulated otherwise by HESS, the prices indicated on the purchase order are firm and not subject to change. They include all costs associated with the manufacture, packaging, loading, shipping, and unloading of the goods.

## **11: INVOICING AND PAYMENT**

Two copies of all invoices will be issued, and sent to HESS office within seven (20) calendar days of delivery.

If several orders are contained in one delivery, a separate invoice will be issued for each order. All invoices will feature the exact references of the delivery note and the order to which they correspond.

Unless stated otherwise on the purchase order or contract, payments are to be made by bank wire transfer within twenty (20) days from the end of the month during which the invoice was received.

## **12: LEGAL and ETHICAL ASPECTS**

HESS reserves the right, to refuse an order at any time if the supplier or one of its sub-contractors provided material support or resources to any individual or entity that commits, advocates, facilitates, or participates or is found guilty of fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or immoral Human Resources practices. HESS reserves the right to use international supplier' screening tools to check the supplier's record with regards to their possible involvement in illegal or unethical practices.

HESS is committed to limiting its environmental impact to a minimum and expects its suppliers and service providers to adopt a similar policy.

# **13: APPLICABLE LAW AND JURISDICTION**

The laws of South Sudan govern HESS purchase orders and contracts.

Any dispute between the supplier and HESS with regards to the interpretation, execution and cancellation of an order will preferably be resolved amicably. Otherwise, all litigation will be handled exclusively by the courts of South Sudan.

# **Supplier Authorized Representative**

We ......have read and understood the above HESS supplier code of conduct and HESS Terms and Conditions. We commit and pledge to uphold it in its entirety without any alterations.

Signed on behalf of the vendor.....

Date.....