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REQUEST FOR PROPOSAL RFP/Juba/2008/01-Re advertised

DUE DATE FOR RECEIPT OF RFP: 10th April 2008

10th March 2008

Subject: Proposal for KAP Survey on Water, Sanitation and Hygiene in Southern Sudan

Sealed request for proposal (RFPs) are invited for the above services as per terms of reference (**TOR**)attached.

The Technical and Cost proposal must be sent when submitting the bids.

Each page must be signed by the submitting agency. All corrections must be counter-signed. Please ensure offered costs are correct and clear since un-clear, incomplete, handwritten or vague offers will NOT be considered and the Proposal will be rejected.

A Technical Proposal must also be prepared detailing: project activity, time planning, infrastructure and time-frame.

Any request for additional information regarding this proposal should be forwarded on the submitting Company's own letter-head and envelope, addressed to the attention of the Supply/Logistics Officer, UNICEF South Sudan, Juba office.

The RFP envelope must be securely closed in a sealed cover or envelope CLEARLY MARKED on the outside with the RFP Number, **and placed in the tender box at the reception / returned on or before 10.00am the due date mentioned above to:**

"UNICEF Office compound next to Toto chan Centre, The Supply & Logistics Manager, UNICEF Southern Sudan, Juba Area Office P.O box 45 Juba (Tel +249 811 820 178)"

Note: Once a vendor sends by courier the RFP documents, he/she should alert us on the date he has sent it and also airway bill so that we may follow up with courier/

All couriered parcels should be sent one week before closing date due to logistical issues in Southern Sudan

A **public opening of the RFPs will be held on the due date at 10.30am in UNICEF Office**. Interested firms may depute their representatives for the opening in Juba with proper authorization and identification. The technical and financial evaluation will be done subsequently in-house by the UNICEF Task force

NO RFP WILL BE ACCEPTED AFTER THE DUE DATE AND TIME. UNSEALED RFP's or RFP's SENT BY FAX WILL NOT BE ACCEPTED.

1) This RFP is subject to the Specific Instructions/Terms and Conditions, Terms of Reference and Special Notes and Conditions as contained herein.

2) Any Contract resulting from this RFP will be governed solely by UNICEF's General Terms & Conditions and Terms and conditions specific to this construction requirement.

Prepared by: _____
Irene Anangwe - Supply /Logistics Officer

Approved by: _____
Regina Aplogan Supply/logistics Manager

unicef

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INSTRUCTIONS TO BIDDERS

1. FORM AND LANGUAGE OF BID

(a) Specifications and Offer pages provided with this bid document must be used in preparing Bid Offers and strict compliance with the requirements of this proposal is mandatory.

(b) The Bid Offer must be in the English language, otherwise it will be INVALIDATED. Handwritten Bid Offers are not recommended, but if provided, these must be clearly written. Any corrections must be countersigned by the authorized signatory on the bid offer page/s.

(c) UNICEF will not accept responsibility for errors in tabulation.

(d) A complete Offer will include:

i) Bid Offer Page/s, specification sheets and Form of Offer page duly signed by the bidder.

ii) Documentary evidence of current License to manufacture the products being bid for.

iii) In the case of products being marketed/imported, then documentary evidence of authorisation from the Principals to be provided by the bidder for providing/servicing the items under bid;

iv) Completed Supplier Profile Form – Those who have not completed this form within the last one year, are required to fill the form and attach to their offer with the latest audited financial statement.

v) Manufacturers' Authorization Form – as applicable, authorising the bidder to market / import, supply, install, commission and provide after sales servicing for the items being bid/offered.

2. MARKING AND RETURNING BIDS

SEALED BIDS must be securely closed in the bid envelope provided, or other suitable envelope, clearly MARKED on the outside with the BID NUMBER and dispatched to arrive at the UNICEF Office indicated NOT LATER THAN the CLOSING TIME AND DATE.

3. TIME FOR RECEIVING BIDS

(a) Sealed Bids received prior to the stated closing time and date will be kept unopened. The Bids will be opened at the specified time and no Bid received thereafter will be considered. Late Bids (i.e. those received after the stipulated closing time and date shall not be entertained / be returned to the Bidder.

(b) UNICEF will accept no responsibility for the premature opening of a Bid not properly addressed or identified.

4. CHANGES FROM SPECIFICATION/CORRECTIONS

(a) Whenever items offered are not exactly in compliance with specifications indicated in the invitation to bid by UNICEF, or wherever alternatives are offered, **it is the Bidder's responsibility** to provide full descriptions, specifications and documentation of such alternate items for consideration.
Incomplete or vague offers will not be considered.

(b) Erasures or corrections in the Bid must be explained and countersigned by the Bidder alongside.

5. MODIFICATION AND WITHDRAWAL

(a) All changes to a Bid must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier Bid, or state the changes from the original Bid.

(b) Bids may be withdrawn on written or faxed request received from Bidders prior to the opening time and date. Negligence on the part of the Bidder confers no right for the withdrawal of the Bid after it has been opened.

6. VALIDITY OF BIDS

Bids are to indicate the validity period of their Bid in the Offer Sheet, as UNICEF may place additional orders against the lowest acceptable Bid, if requests for identical equipment are received from Field Offices during the Bid validity period. UNICEF may request that the validity of Bid be extended.

7. LEAD / RESPONSE TIMES AND DELIVERY DATE

Lead/Response time(s) and delivery date(s) must be stated in the Offer Sheet. These parameters will be taken into account in the INVITATION-TO-BID adjudication

8. CURRENCY OF BID

The currency of the Bid shall be in **U.S. Dollars or Sudanese pounds as stated on the Bid Offer page.**
The price quoted will remain stable / unchanged during the period of an order when placed.
Please note that UNICEF is exempted from payment of Duties, Taxes and VAT.

9. ERROR IN BID

Bidders are expected to examine all Schedules and Instructions pertaining to the work or Bid. Failure to do so will be at the Bidder's risk. In case of errors in the extension price, unit price shall govern.

10. QUALITY ASSURANCE

If the Bidder is already certified, or in the process of being certified e.g. ISO 9001/9002, or has GMP and FDA approval or equivalent standard (kindly indicate which standard is applicable). This should be clearly indicated in the Bid and a copy of the Certificate(s) attached to the Bid for reference

11. BID EVALUATION RIGHTS OF UNICEF

(a) UNICEF reserves the right to INVALIDATE any Bid for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the Bid.

(b) UNICEF reserves the right to INVALIDATE any Bid received from a Bidder who has previously failed to perform properly or complete contracts on time, or a Bid received from a Bidder who, in the opinion of UNICEF, is not in a position to perform or satisfactorily execute the contract.

12. AWARD/ADJUDICATION OF BIDS

(a) The order will be awarded to the Bidder offering a combination of acceptable manufacturing infrastructure and processes, proven track record of quality products and after sales servicing facilities / networks, meets product and performance specifications, lowest acceptable prices, shortest delivery time, and whose Bid offer is in compliance with all Instructions,

(b) UNICEF reserves the right to make multiple arrangements for any items(s) and/or servicing where, in the opinion of UNICEF, the lowest price Bidder cannot fully meet requirements or if it is deemed to be in UNICEF's best interests to do so.

(c) Bidders who have not previously received Purchase Orders or Special Service Agreements from UNICEF, in case of an award, may receive a Trial Order/Special Service Agreement for a limited quantity or period until evaluations/reviews establish satisfactory performance.

(d) If so required, comparison of local currency prices to international rates may be made by converting the Bid prices to US dollars at the UN rate of exchange prevailing for adjudication purposes.

(d) The Bidder shall, if so required, permit UNICEF personnel or UNICEF authorized representatives access to their premises and facilities at a reasonable time, to inspect installed capacity and processes in place for supply of the item/s under bidding, and will provide reasonable assistance to the representatives for such inspection, including copies of any in-house certifications, test procedures and results or quality control reports as may be necessary.

13. SUPPLIER/AGENCY PROFILE FORM

Bidders who have not already done so, are to complete the Supplier Profile Form and return to UNICEF along with the Bid. Companies / Agencies MUST provide evidence of certification by an appropriate National Regulatory Authority of registration to conduct legal business/transactions in the country of operation. Companies that are not officially registered with UNICEF will have to complete the registration process before any orders can be awarded to them.

15. SUPPLIER'S PROFILE EVALUATION

UNICEF pre-qualifies a Supplier through assessment of their business viability as well as their manufacturing standard and performance (with documents such as *Annual Report*, *Audited Financial Statement*, *Registration Certificate issued by a competent Government Regulatory Authority, Quality System Certificate*, *and a partial list of current customers* etc.. Unless updated information has been provided within the
last twelve (12) months, the successful Bidder(s), and all new bidders, will be requested to provide information described in *Supplier Profile Form*. This must be completed and returned (in duplicate) along with the Bid Offer.

This information and supporting will be used by UNICEF for evaluation and approval purposes before making an award. It is in the interest of the Bidder(s) to provide information as complete as possible. Awards will be made only to those Suppliers who meet UNICEF's suppliers selection criteria.

16. COUNTRY OF ORIGIN (for products) :

Items produced in countries other than that of the Bidder must be indicated, stating the Country of Origin. Bidders may be required to submit a Certificate of Origin of Goods issued by the Chamber of Commerce or other equivalent authority. In the case of products being marketed/imported by the bidder, documentary evidence of authorisation from the Principals to be provided by the bidder for supply/installation/commissioning and servicing of the items under bid as may be applicable.

17. SAMPLES (AS MAY BE APPLICABLE) AND SUPPORTING DOCUMENTATION

UNICEF reserves the right to request free, non-returnable samples/specimen documents for evaluation and/or testing by UNICEF, or its representatives, for evaluation prior to any award. Failure to provide, in a timely manner, samples or documentation requested by UNICEF shall be sufficient ground to declare the bidder's offer invalid or to terminate for default, at no cost to UNICEF, any resulting Long Term Agreement that may be in place.

18. TEST CERTIFICATES / REPORTS :

Bidders to provide specimen copies of the standard in-house inspection and performance test certificates of the item/s being bid, for reference purposes.

19. DELIVERY SCHEDULE / RESPONSE TIME :

Bidders/Vendors must stipulate delivery date/s separately for each item or service bid for :

a) The time required for delivery of the item/s or provision of service after receipt of a confirmed Purchase Order or Special Service Agreement,
b) Monthly production capacity (applicable to products / items)

Unless specifically authorized in the Order/Contract, part supplies of items, shipment / delayed delivery of any of the items ordered will only be accepted after prior approval of UNICEF. The Manufacturer/Bidder must inform UNICEF in writing of such delays before the contractual delivery date of the Order. Failure to inform UNICEF and obtain its prior approval for delayed shipments/ deliveries could lead to cancellation of the Order and/or eventually, disqualification as a supplier to UNICEF.

20. PAYMENT TERMS :

19.1 Standard UNICEF payment terms are 30 days net by direct transfer upon receipt of invoices, attached with supporting documentation as required. UNICEF will consider the following discount terms, if early payment is requested by the supplier/agency (please tick box) :

a) Within 10 days - 3.0% ☐ b) Within 15 days - 2.5% ☐ c) Within 20 days - 2.0% ☐

20. INVOICING & PAYMENT PROCEDURES:

i) Bills for payment will be sent to the UNICEF Juba, Southern Sudan and marked for the attention of the person concerned . Each bill must have attached I) a UNICEF appointed third party acceptance inspection certification or manufacturer's in-house test certification confirming products meet standards and specifications manufactured to (as applicable),
ii) full item details and packing list, iii) "On-board" Bill of Lading with full details of the vessel/ETD and ETA at ordered destination port and shipping costs **OR** acknowledgement of the UNICEF appointed freight forwarder having taken over the goods in full and in good condition **OR** acknowledge of receipt of the goods in full and good condition by the consignee. Failure to provide this certification will only delay payment until it is corrected by the Supplier.
iii) Payments shall be made directly to the Inspection agency concerned as nominated by the Bidder.
iv) All payments will be made in the currency specified in the TOR (**US Dollars or Sudanese pounds** as indicated).
v) UNICEF assumes no responsibility for the late delivery of payment/delivery documents submitted/ forwarded through special delivery services or Bankers' channels.

21. PREPARATION OF DOCUMENTS:

All required documentation according to the country's Customs and Financial Regulatory Authorities regulations will need to be complied with and prepared by the Bidder / Supplier for error free handling of import / export movement and supply of the items under bid, when so required, against a UNICEF order.

22. UNITED NATIONS TAX EXEMPTIONS AND BENEFITS :

i) Section 7 of the Convention of the Privileges and Immunities of the United Nations provides, inter-alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event of any Governmental authority refuses to recognize UNICEF's from such taxes, duties or charges, the Supplier shall immediately consult with UNICEF to determine a mutually acceptable procedure **.**
ii) UNICEF are exempted from duty and VAT as granted the Government of the Republic of Kenya. Accordingly prices offered to UNICEF to be net and without these duties and taxes, as stated on the Bid Offer Page of this document.

23. CONTRACTUAL RIGHTS OF UNICEF :

In case of failure to perform or deliver according to the terms and conditions of a purchase order or Price Arrangement that may be placed by UNICEF, then UNICEF may, after giving the supplier reasonable notice to perform and without prejudice to any other rights or remedies do any of the following :

i) **Terminate** the purchase order or Prices Arrangement: In this case the supplier shall take immediate steps to cease production/provision of the ordered goods in a prompt and orderly manner and shall not undertake any forward commitments from the date of the termination notice.

ii) The supplier shall acknowledge that UNICEF shall only pay the supplier for goods satisfactorily provided in accordance with the purchase order, to the date of the termination notice.

Late Delivery of ordered Goods: For late delivery of goods/items or goods/items that do not meet UNICEF's specifications and are therefore rejected by UNICEF, UNICEF shall claim liquidated damages from the Supplier and deduct 0.5% of the value of the goods per additional day of delay, up to a maximum of 10% of the value of the purchase order OR Prices Arrangement. The payment of liquidated damages shall not relieve the supplier from any of its obligations or liabilities pursuant to the purchase in question.

24. **LIQUIDATED DAMAGES :**

i) The Supplier/Contractor will ensure, based on factors under his control, that the purchase order requirements are achievable, and accept that liquidated damages may be levied for costs incurred by UNICEF for failure to perform by the Supplier.

ii)UNICEF shall be entitled to liquidate damages from the Supplier ***for failure in performance*** under the conditions and in the amounts specified in (a) and (b) below. Such damages shall be payable by the sole fact of such failure in performance without the need for any previous notice, except as otherwise provided in (a) and (b) below, or any legal proceedings or proof of damage, which shall in all cases be considered as ascertained.

25. UNICEF may, without prejudice to any other method of recovery, deduct any amount of liquidated damages from the Supplier's invoices or from any sums due or which may become due to the Supplier. The payment or deduction of such damages shall not relieve the Supplier from any of its other obligations or liabilities under this Contract :

(a) Liquidated damages for late delivery:
If the *Supplier fails to make deliveries by the date* agreed to in the Purchase Order or Prices Arrangement or otherwise instructed by UNICEF, then UNICEF will apply the Penalty Clause (i.e. 0.5% per day) on the undelivered quantities up to a maximum of 10% of the value of the Purchase Order or Prices Arrangement.

(b) Liquidated damages for quality control failure:
If *two (2) consecutive deliveries fail to meet quality control requirements* or if the supplier fails to rectify deficiencies in a delivery which has not met quality control requirements within two (2) weeks of having received notice from UNICEF by registered mail , fax or email, UNICEF shall be entitled to liquidated damages in the amount of 0.5% percent of the value of such delivery or deliveries per day from the date of such failure until it is cured, up to a maximum of TEN percent (10%) of the value thereof.

26. **AWARD OF ORDER PUBLICITY**

Without the consent of UNICEF, a bidder receiving an award against this Invitation to Bid shall not advertise or otherwise make public, in any form of advertisement, details of the award or the fact that they are the supplier of this proposal The bidder may not use the UNICEF name, official seal, emblem, logo, Acronym or abbreviation in any manner whatsoever in connection with their business or otherwise.

27. **VENDOR REPRESENTATION:**

The Bidder represents and warrants that it has the personnel, experience, qualifications, installed capacity and facilities and all resources to perform its obligations under the Offer submitted in this Invitation to Bid.

SECTION III: SPECIFIC INSTRUCTIONS/TERMS AND CONDITIONS

28. RFP CONTRACTUAL PROCESS :

The RFP, adjudication and contractual process is as follows:

1) Issuance of Requests for Proposals on 10th March 2008
2) Return of the Requests for Proposals on : 10th April 2008
3) Technical and financial evaluation of the proposals by UNICEF
4) Presentation by the selected firm to the UNICEF evaluation team
5) Final review and evaluation by the UNICEF team
6) Review/Approval by the UNICEF Contract Review Committee
7) Award of Contract tentatively by :
8) Start of activity by selected Contractor. After signing of contract

IMPORTANT NOTES:

UNICEF encourages Proposers to use creativity and business application knowledge to suggest innovative effective alternatives and value additions that would improve the quality of the solution for UNICEF.

29. RFP RESPONSE FORMAT :

The firm must **provide sufficient information** in the proposal to address each area of the evaluation criteria in clause 27.0 to ensure the evaluation team can make a fair assessment of the company based on its proposal.

30. PROPOSAL EVALUATION :

AWARD/ADJUDICATION OF PROPOSALS **:**

(e) The contract will be awarded to the Proposer offering a combination of acceptable professional technical competency, infrastructure and processes, technically qualified and competent staff, proven track record of quality services, lowest acceptable offer, shortest and adequate response time, and whose Proposal is in compliance with all Instructions, Specific Terms & Conditions and General Terms & Conditions contained in the Request For Proposal (RFP), provided it is reasonable and it is in the interest of UNICEF to accept it.

(f) UNICEF reserves the right to make multiple arrangements for any items(s) and/or servicing where, in the opinion of UNICEF, the lowest acceptable firm cannot fully meet requirements or if it is deemed to be in UNICEF's best interests to do so.

(g) Firms who have not previously received Purchase Orders or Special Service Agreements (Contracts) from UNICEF, in case of an award, may receive a Trial Order/Special Service Agreement for a limited quantity or period until evaluations/reviews establish satisfactory performance.

(h) The firm shall, if so required, permit UNICEF personnel or UNICEF authorised representatives access to their premises and facilities at a reasonable time, to inspect installed capacity and processes in place for supply of the services under the RFP, and will provide reasonable assistance to the UNICEF representatives or those contracted by UNICEF for the purpose, for such inspection, including provision of documentation/copies of any in-house certifications, test procedures and results or quality control reports as may be necessary for assessing the capabilities of the Proposer.

(i) UNICEF will set up an evaluation/selection team composed of Technical and Contracting in-house and inter-organisational representatives (if required). Following the submission of the proposals by Proposers, an evaluation will be conducted to assess the merits of each proposal.

(j) The decision of UNICEF will be final .

31. RFP TERMS AND CONDITIONS:

- This RFP, along with any responses thereto, shall be considered the property of UNICEF and the responses will not be returned to their originators. **No fees or costs will be paid by UNICEF for the preparation of the proposals** and/or its context/attachments/computer generated presentations, nor for any site visits.
- UNICEF reserves the right to evaluate parts of the RFP proposals independently.
- In submitting a Proposal the Proposer agrees that s/he will accept the decision of UNICEF as to whether her/his proposal meets the requirements stated in this RFP.

32.. UNICEF RESERVES THE RIGHT TO: Contact any or all references supplied by the Proposer

- Request additional supporting or supplementary data (from the Proposer).
- Arrange interviews with the proposed Project Team/Sub-contractors/Consultants
- Reject any or all proposals submitted
- Accept any proposals in whole or in part
- Cancel the present RFP and Resort to re-bidding/calling for proposals once again, if so required and if UNICEF should so deem fit.

33. PROPOSER REPRESENTATION:
The Proposer represents and warrants that it has the personnel, experience, qualifications, installed capacity and facilities, financial strength, manpower and all resources to perform its obligations under the Offer submitted in this Request for Proposal (RFP).

34. SECTION IV: GENERAL EVALUATION CRITERIA

CATEGORY	POINTS
a. **Overall Response** Understanding of and responsiveness to UNICEF's requirements - Completeness of response - Overall concord between RFP requirements and Proposal.	**(20)**
b. **Operational plan and Methodology** - Description of Implementation and Operational Methodology (20) - Key personnel: i) Relevant Experience ii) Qualifications iii) Certifications (10)	**(30)**
c) **Company Profile**: Range and depth of experience with similar projects Project Management expertise and Financial strength Additional resources which can be made available to the project Audited Financial Statement for last financial year References for similar contracts	**(20)**
TOTAL TECHNICAL POINTS FOR RATING	**(70)**
d. **Financial / Commercial Proposal** The final selection of the most-favored proposal will be based on the best overall value in terms of technical score/merit and costs, in essence, the lowest acceptable offer (and not the lowest cost offer, unless all parameters are equal).	**(30)**

e. **Proposer's Corporate profile:**

- **COMPANY PROFILE**

The proposer must provide the following background information about the company:

- X Summary of corporate structure and business area
- X Corporate directions and experience
- X Location of offices or agents relevant to UNICEF
- X Number and type of employees (technical qualifications, years of experience etc)
- X Pending lawsuits, if any.
- X The most recent Audited Financial Statements (last quarter's as well as last year's).
- X The Proposer must provide a partial listing of similar works executed, with references, with specific reference to South Sudan.

f. **Adjudication of the Proposals:**

For the proposal to be considered technically compliant, the Proposer must achieve a minimum score of 45%. Proposals not meeting these minimum scores will be considered technically non-complaint and will be given no further consideration. In addition, clarity and completeness of presentation will be considered during the evaluation.

Only at this stage will price be considered. The price/cost of each of the technically compliant proposals shall be considered using the same methodology. The Proposers should ensure that all pricing information is provided in accordance with the Commercial Proposal section contained herein. UNICEF financial rules preclude any advance payment, unless formally agreed to prior to adjudication and the placement of a SSA/Contract.

The most-favoured proposal shall be selected on the basis of the best overall value to UNICEF in terms of both technical score/merit and price.

36. TERMS OF REFERENCE OF SERVICES AND PRODUCTS UNDER BIDDING:

BID: JUBA/2008/01 –Re advertised -As per attached TOR