

IMPACT HEALTH ORGANISATION

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INVITATION FOR TENDER BIDDING

IHO-PRO-IFQ00063

Sr	Project Number	Project Title	Location
1	PROJ-0013	Increase access to youth friendly SRH and Covid-19 Information and service.	Juba
2	PROJ-0015	Implementation of TSFP and IFP activities in EES.	Juba
3	PROJ-0023	Provision of essential health care services in Gwajok	Juba

Tender Bid opening Date: 03-10-2022
 Tender Closing Date: 17-10-2022

PART I - PURPOSE OF THIS INVITATION TO BID FOR GOODS/SERVICES

1. BACKGROUND

1.1 IHO promotes saving lives, in everything we do. Together with our partners, we work in 6 counties in South Sudan to Help vulnerable communities achieve Immediate and lasting change in order to manage and maintain their own health and well-being

2. SOLICITATION

2.1 The purpose of this Invitation to bid for services (ITBS) is to invite bidders for supplies of Fuel (Petrol and Deiseal) in Juba, Torit and Magwi as fully detailed in the Technical Information to Tender Bidding

2.2 This ITBS document is comprised of the following:

- This document
- The IHO Technical Information to Tender Bidding

2.3 This ITBS is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutory rights. No binding contract, including a process contract or other understanding or arrangement, will exist between the Bidder and IHO and nothing in or in connection with this ITBS shall



give rise to any liability on the part of IHO unless and until a contract is signed by IHO and the successful Bidder.

PART II – BID SUBMISSION PROCESS

1. BID SUBMISSION SCHEDULE

1.1 Acknowledgement of receipt of ITBS

Bidders are requested to Inform IHO as soon as possible by procure@ihosavinglives.org to Salma James at World Wide Movers Building Juba South Sudan that they have received this ITBS, Or Submitted

IMPORTANT: BIDS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE – ANY BIDS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.

1.2 Questions from Bidders.

Bidders are required to submit any questions in respect of this ITBS by procure@ihosavinglives.org to Salma James at Impact health organization at Kator residential area. The deadline for receipt of any questions is 10th October 2022, 5:00 pm.

IMPORTANT: BIDS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE – ANY BIDS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.

Bidders are required to keep all questions as clear and concise as possible.

Bidders are also expected to immediately notify IHO in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the ITBS, providing full details. Bidders will not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

IHO will compile the questions received. IHO may, at its discretion, at once copy any anonymized question and its reply to all other invited Bidders and/or post these on the IHO website and/or respond to the question at a bid conference. After any such bid conference, a Questions and Answers document may be prepared and posted on the IHO website.

1.3 Amendments to ITBS documents. At any time prior to the Submission Deadline, IHO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the ITBS documents by amendment. If the ITBS was available publicly online, amendments will also be posted publicly online. Further, all prospective Bidders that have received the ITBS documents directly from IHO will be notified in writing of all amendments to the ITBS documents. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, IHO may, at its sole discretion, extend the Submission Deadline.

1.4 Bid conference.

A bid conference will be held on 10th October 2022 at IHO Juba head office in Kator

1.5 Submission Deadline. The deadline for submission of Bids is as follows 17th October 2022

Any Bids received by IHO after the Submission Deadline will be rejected.

1.6 Bid opening.

Bids will be publicly opened at 9:00am on 19th October 2022 at IHO head office Juba

3. VALIDITY OF BIDS; MODIFICATION AND CLARIFICATIONS; WITHDRAWAL

3.1 Validity Period. Bidders must indicate the validity period of their Bid. Bids should be valid for a period of not less than sixty (60) days after the Submission Deadline. A Bid valid for a shorter period of time shall not be further considered. IHO may request the Bidder to extend the validity period. The Bid of Bidders who decline to extend the validity of their Bid shall become disqualified as no longer valid.

3.2 Other Changes. All changes to a Bid must be received by IHO prior to the Submission Deadline. The Bidder must clearly indicate that the revised Bid is a modification and supersedes the earlier version of the Bid, or state the changes from the original Bid.

3.3 Withdrawal of Bid. A Bid may be withdrawn by the Bidder on e-mailed, faxed or written request received by IHO from the Bidder prior to Submission Deadline. Negligence on the part of the Bidder confers no right for the withdrawal of the Bid after it has been opened.

3.4 Clarifications Requested by IHO. During the evaluation of Bids, IHO may, in its sole discretion, seek clarifications from any Bidder in order for IHO to fully understand the Bidder's Bid and assist in the examination, evaluation and comparison of Bids. IHO may seek such clarifications through written communications or may request an interview with any Bidder. No change in the price or substance of the Bid will be sought, offered or permitted, except as required in order to allow for correction of arithmetical errors discovered by IHO.

3.5 References. IHO reserves the right to contact any or all references supplied by the Bidder(s) and to seek references from other sources as IHO deems appropriate.

4. ELIGIBILITY; BIDDER INFORMATION

4.1 Bidder. The term "Bidder" refers to those companies that submit a Bid pursuant to this ITBS and "Bid" refers to all documents provided by the Bidder in its response to this ITBS. A Bidder will only be eligible for consideration if it complies with the representations set out in Part V of this ITBS, including the representations on ethical standards, including conflicts of interest.

4.2 Joint Venture, Consortium or Association

(a) If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, each such legal entity will confirm in their Joint Bid that:

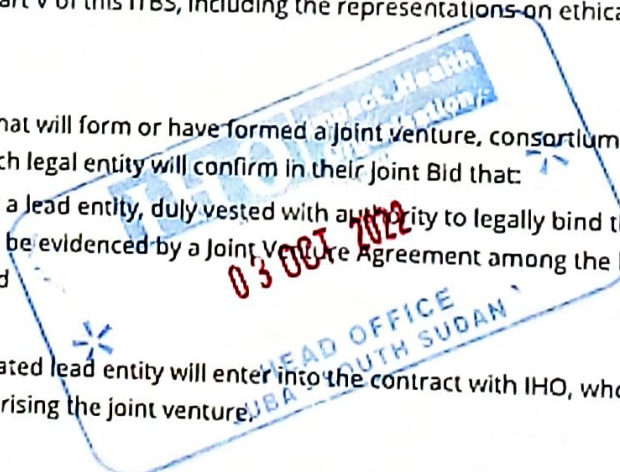
(i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this will be evidenced by a Joint Venture Agreement among the legal entities, which will be submitted along with the Bid; and

(ii) if they are awarded the contract, the designated lead entity will enter into the contract with IHO, who will be acting for and on behalf of all the member entities comprising the joint venture.

(b) After the Bid has been submitted to IHO, the lead entity identified to represent the joint venture will not be altered without the prior written consent of IHO.

(c) If a joint venture's Bid is the Bid selected for the award, IHO will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.

4.3 Bids from Government Organizations. The eligibility of Bidders that are wholly or partly owned by the Government will be subject to IHO's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to these ITBS documents, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.



2.4 Bids from organizations where the sole proprietor is a former or retired IHO staff member. Any organization whose sole proprietor is a former or retired staff member of IHO which submits a Bid must disclose this previous United Nations employment at the time of submission. Any such Bid will be treated as though the Bid came from an individual for the purposes of IHO's standard conditions on contracting former and retired members of staff.

5. PREPARATION OF OFFER

5.1 Bidders are responsible to inform themselves in preparing their Bid. In this regard, the Bidders will ensure that they:

- Examine all terms, requirements and formal submission instructions included in the ITBS documents (including the Instructions to Bidders section);
- Review the ITBS to ensure that they have a complete copy of all documents;
- Review the standard Technical Bid Information to Tender Bidding
- In particular, Bidders should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the IHO Policy Prohibiting and Combatting Fraud and Corruption and the IHO Policy on Conduct Promoting the Protection and Safeguarding of Children;
- Attend any bid conference if it is mandatory under this ITBS;
- Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services.

Bidders acknowledge that IHO, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy or completeness of this ITBS or any other information provided to the Bidders.

5.2 Failure to meet all requirements and instructions in the ITBS documents or to provide all requested information will be at the Bidder's own risk and may result in rejection of the Bidder's Bid.

5.3 The Bid must be organized to follow the format of this ITBS. Each Bidder must respond to the stated requests or requirements and indicate that the Bidder understands and confirms acceptance of IHO's stated requirements. The Bidder should identify any substantive assumption made in preparing its offer. The deferral of a response to a question or issue to any contract negotiation stage is not acceptable. Any item not specifically addressed in the Bid will be deemed as accepted by the Bidder. Incomplete or inadequate responses, lack of response, or misrepresentation in responding to any questions will affect the evaluation of the Bid.

5.4 All references to descriptive materials should be included in the appropriate Bid paragraph, though the material/documents themselves may be provided as annexes to the Bid.

5.5 The completed and signed Invitation to Bid for Services Form must be submitted together with the Bid. The Invitation to Bid for Services Form must be signed by a duly authorized representative of the Organization/Company.

5.6 Bids must be clearly marked with the ITBS number.

5.7 If answer sheets are provided by IHO then these must be completed by the Bidder.

5.8 Each Bidder acknowledges that its participation in any stage of the solicitation process for this ITBS is at its own risk and cost. The Bidder is responsible for, and IHO is not responsible for, the costs of preparing its Bid or response to this ITBS, attendance at any bid conference, site visit, meetings or oral presentations, regardless of the conduct or outcome of the solicitation process.

6. BID DOCUMENTS; CONFIDENTIALITY

6.1 This ITBS, together with all Bid documents provided by the Bidder to IHO will be considered the property of IHO and Bid documents will not be returned to the Bidders.

6.2 Information contained in the Bid documents, which the Bidder considers to be its confidential information, should be clearly marked "confidential", next to the relevant part of the text, and IHO will treat such information accordingly.

6.3 All information and documents provided to the Bidders by IHO ("ITBS Materials") shall be treated as confidential by the Bidders. If the Bidder declines to respond to this ITBS, or, if the Bid is rejected or unsuccessful, the Bidder will promptly return all such ITBS Materials to IHO, or destroy or delete all such ITBS Materials. The Bidder shall not use the ITBS Materials for any purpose other than the purpose of preparing a Bid and shall not disclose the ITBS Materials to any third party, except: (a) with the prior written consent of IHO; (b) where the third party is assisting the Bidder in preparing the Bid, provided the Bidder has previously ensured that party's adherence to this duty of confidentiality; (c) if the relevant ITBS Materials are at the time of this ITBS lawfully in the possession of the Bidder through a party other than IHO; (d) if required by law, and provided that the Bidder has previously informed IHO in writing of its obligation to disclose the ITBS Materials; or (e) if the ITBS Materials are generally and publicly available other than as a result of breach of confidence by the person receiving the ITBS Materials.

7. MULTIPLE BIDS AND BIDS FROM RELATED ORGANIZATIONS

7.1 Bidders shall not submit more than one Bid as part of this ITBS process.

7.2 If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid then neither the lead entity nor the member entities of the joint venture may submit another Bid, either in its own capacity or as a lead entity or a member entity for another joint venture submitting another Bid.

7.3 IHO reserves the right to reject separate Bids submitted by two or more Bidders if the Bidders are related organizations and are found to have any of the following:

- (a) they have at least one controlling partner, director or shareholder in common; or
- (b) any one of them receive or have received any direct or indirect subsidy from the other(s); or
- (c) they have a relationship with each other, that gives one or more Bidders access to confidential information about, or influence over, the other Bid(s); or
- (d) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or
- (e) an expert proposed to be in the team of one Bidder participates in more than one Bid received for this solicitation process.

PART III - AWARD/ADJUDICATION OF BIDS

1. AWARD

1.1 Evaluation.

The evaluation is carried out by IHO in accordance with IHO's regulations, rules and practices and all determinations are made in IHO's sole discretion.

After the public opening of Bids, IHO will carry out the following steps in the following order:

First, IHO will evaluate each Bid for compliance with the mandatory requirements of this ITBS. Responses deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this ITBS, including provision of all required information, may result in a response or Bid being disqualified from further consideration.

Second, IHO will evaluate Bids for compliance with the technical requirements stated in this ITBS and undertake a commercial evaluation.

IHO will then (subject to the various rights of IHO detailed in this ITBS) award the contract to the vendor(s) providing the lowest priced technically compliant Bid(s).

1.2 Partial Bids. IHO will not accept partial Bids]

1.3 Multiple Arrangements. IHO reserves the right to make multiple arrangements for any service(s) where IHO considers it in its best interest to do so.

1.4 Award Notification. IHO will only notify the Bidder(s) that has/have been awarded the contract(s) resulting from this solicitation process; IHO may, but is not required to, notify the other Bidders of the outcome of this solicitation process.

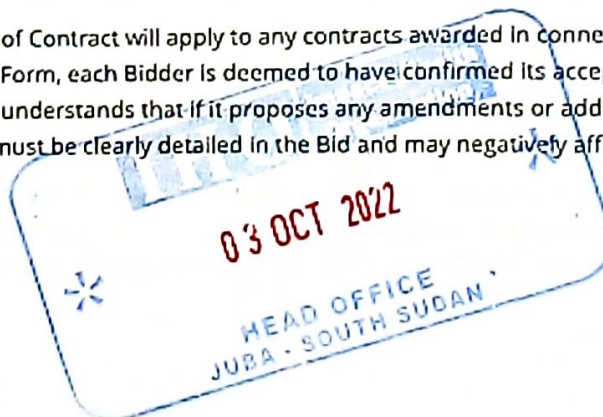
2. GENERAL TERMS AND CONDITIONS OF CONTRACT (SERVICES)

2.1 IHO's General Terms and Conditions of Contract will apply to any contracts awarded in connection with this ITBS. By signing the Invitation to Bid for Services Form, each Bidder is deemed to have confirmed its acceptance of the IHO General Terms and Conditions. The Bidder understands that if it proposes any amendments or additional terms to the IHO General Terms and Conditions, these must be clearly detailed in the Bid and may negatively affect the evaluation of the Bid.

3. RIGHTS OF IHO

3.1 IHO reserves the following rights:

- (a) to accept any Bid, in whole or in part; to reject any or all Bids; or to cancel this solicitation process in its entirety;
- (b) to verify any information contained in Bidder's response (and the Bidder will provide IHO with its reasonable cooperation with such verification);
- (c) to invalidate any Bid received from a Bidder that, in IHO's sole opinion, has previously failed to perform satisfactorily or complete contracts on time, or IHO believes is not in a position to perform the contract;
- (d) to invalidate any Bid that, in IHO's sole opinion, fails to meet the requirements and instructions stated in this ITBS;



(e) to withdraw an award to a Bidder at any time up until a contract has been signed with such Bidder. IHO is not required to provide any justification, but will give notice prior to any such withdrawal of award.

3.2 IHO is not liable to any Bidder for any costs, expense or loss incurred or suffered by such Bidder in connection with this ITBS or solicitation process, including, but not limited to, any costs, expense or loss incurred as result of IHO exercising any of its rights in paragraph 3.1 above.

PART IV - REQUIREMENTS

1. PRICE AND PAYMENT

1.1 Price. The fee for the services and deliverables will be treated as inclusive of all costs, expenses, charges or fees that the Bidder may incur in connection with the performance of the work. The Bidder is invited to offer any unconditional discounts. Further, the Bidder may offer early payment discounts, i.e., payment within a specific period of time faster than IHO's standard payment terms of 30 days.

1.2 Payment Terms. Invoices may be issued to IHO only after the services (or components of the services) have been provided and the deliverables (or installments of the deliverables) have been delivered (a) in accordance with the contract and (b) to IHO's satisfaction. The standard terms of payment are net 30 days, after receipt of invoice. Payment will be affected by bank or agent transfer in the currency of the contract.

The Bidder will suggest a payment schedule for the contract that is linked to clear milestones and/or deliverables identified in the Terms of Reference/Statement of Work.

1.2 Currency. (a) The currency of the Bid shall be in USD.
IHO will reject any Bids submitted in another currency.

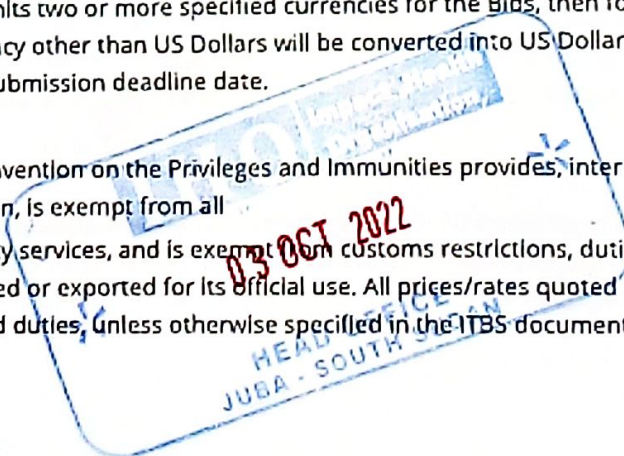
(b) If the above paragraph (a) explicitly permits two or more specified currencies for the Bids, then for evaluation purposes only, offers submitted in a currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the submission deadline date.

1.4 Taxes. Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including IHO as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All prices/rates quoted in the Bid must be net of any direct taxes and any other taxes and duties, unless otherwise specified in the ITBS documents.

2. IMPLEMENTATION

2.1 No Reliance. Except as expressly set out in the ITBS documents, IHO will have no obligation to provide any assistance to the contractor and IHO makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the performance of the work. If the Bidder requires any facilities, equipment, materials, systems or licenses in order to do the work, this must be explicitly detailed in its Bid.

2.2 Sub-contractors. Bidders must identify in their Bid, any products which may be offered by themselves, but originate from another supplier and/or country. Further, bidders must identify



in their Bid any planned subcontracting of services. All subcontracting arrangements will be reviewed by IHO as part of its evaluation of the Bid.

2.3 Experts. If so required in the Terms of Reference/Statement of Work each key expert profile requested in the Terms of Reference/Statement of Work must sign an exclusivity and availability statement. The purpose of the Exclusivity and Availability Statement is as follows:

(a) The key experts proposed in the bid must not be part of any other Bidder's Bid being submitted for this ITBS process. They must therefore engage themselves exclusively with the Bidder.

(b) Each key expert must also undertake to be available, able, and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated in the Terms of Reference/Statement of Work and the Bid.

Having selected a Bid partly on the basis of an evaluation of the key experts presented in the Bid, IHO expects the contract to be executed by these specific experts. As the expected date of mobilization is given in the ITBS, IHO will only consider substitutions after the deadline for the submission of offers in cases of unexpected delays in the commencement date beyond the control of the Bidder, or exceptionally because of the incapacity of a key expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the Bid. The desire of a Bidder to use an expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for substitution of any of the key experts.

2.4 Joint Ventures. The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of this ITBS both in the Bid and the Joint Venture Agreement. All entities that comprise the joint venture will be subject to the eligibility and qualification assessment by IHO.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in this ITBS, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in this ITBS.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

3. LIQUIDATED DAMAGES

3.1 Liquidated damages. Any contracts awarded in connection with this ITBS will include the following clause on liquidated damages:

In addition to, and without prejudice to any of the other rights and remedies of IHO including, but not limited to, those set out in the IHO General Terms and Conditions of Contract (Services), if the Contractor fails to provide the Services or the Deliverables in accordance with the time schedule set out in the Contract, or if IHO determines that the Services or Deliverables do not conform to the requirements of the Contract, IHO may claim liquidated damages from the Contractor and, at IHO's option, the Contractor will pay such liquidated damages to IHO or IHO will deduct such liquidated damages from the Contractor's invoice(s). Such liquidated damages will be calculated as follows: one half of

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one per cent (0.5%) of the Contract Fee for the delayed Services and Deliverables for each day of delay, or in the case of a Fee calculated on a time-based rate, one half of one per cent (0.5%) of the time-based rate for all the Contractor Personnel required to provide the relevant Services or Deliverables, until performance of conforming Services or delivery of conforming Deliverables, up to a maximum of ten per cent (10%) of the value of the Contract. The payment or deduction of such liquidated damages will not relieve the Contractor from any of its other obligations or liabilities pursuant to the Contract.

PART V - BIDDER REPRESENTATIONS

1. PRICE - MOST FAVOURED CUSTOMER

1.1 The Bidder confirms that the fees, rates and charges and related pricing terms with respect to the services specified in the Bid are the most favorable pricing terms available to any customer of the Bidder (or any of the Bidder's affiliates). If at any time during the term of any contract resulting from the Bid, any other customer of the Bidder (or of any of the Bidder's affiliates) obtains more favorable pricing terms than those provided to IHO, the Bidder will retroactively adjust the fee and related pricing terms under the contract to conform to the more favorable terms and the Bidder will promptly pay IHO any amounts owing to IHO as a result of such retroactive fee adjustment.

2. GENERAL REPRESENTATIONS

By submitting its Bid in response to this ITBS, the Bidder confirms to IHO as at the Submission Deadline:

2.1 The Bidder has (a) the full authority and power to submit the Bid and to enter into any resulting contract, and (b) all rights, licenses, authority and resources necessary, as applicable, to develop, source and supply the services and to perform its other obligations under any resulting contract. The Bidder has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any service, deliverable or outcome that may be acquired under any resulting contract.

2.2 All of the information it has provided to IHO concerning the services and the Bidder is true, correct, accurate and not misleading.

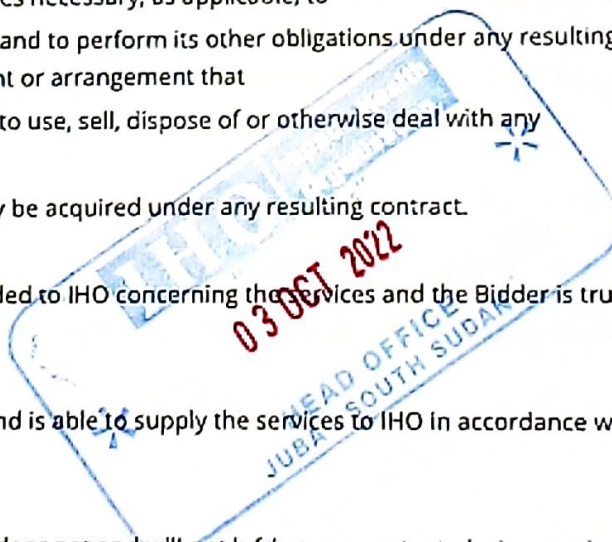
2.3 The Bidder is financially solvent and is able to supply the services to IHO in accordance with the requirements described in this ITBS.

2.4 The use or supply of the services does not and will not infringe any patent, design, trade-name or trade-mark.

2.5 The development and supply of the services has complied, does comply, and will comply with all applicable laws, rules and regulations.

2.6 The Bidder will fulfill its commitments with the fullest regard to the interests of IHO and will refrain from any action which may adversely affect IHO or the United Nations.

2.7 It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting contract.



2.8 The Bidder agrees to be bound by the decisions of IHO, including but not limited to, decisions as to whether the Bidder's Bid meets the requirements and instructions stated in this ITBS and the results of the evaluation process.

3. ETHICAL STANDARDS

IHO requires that all Bidders observe the highest standard of ethics during the entire solicitation process, as well as the duration of any contract that may be awarded as a result of this solicitation process. IHO also actively promotes the adoption by its suppliers of robust policies for the protection and safeguarding of children and the prevention and prohibition of sexual exploitation and sexual abuse.

By submitting its Bid in response to this ITBS, the Bidder makes the following representations and warranties to IHO as at the Submission Deadline:

3.1 In respect of all aspects of the solicitation process the Bidder has disclosed to IHO any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest. In particular, the Bidder has disclosed to IHO if it or any of its affiliates is, or has been in the past, engaged by IHO to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the services requested under this ITBS; or if it or any of its affiliates has been involved in the preparation and/or design of the programmed/project related to the services requested under this ITBS.

3.2 The Bidder has not unduly obtained, or attempted to obtain, any confidential information in connection with the solicitation process and any contract that may be awarded as a result of this solicitation process.

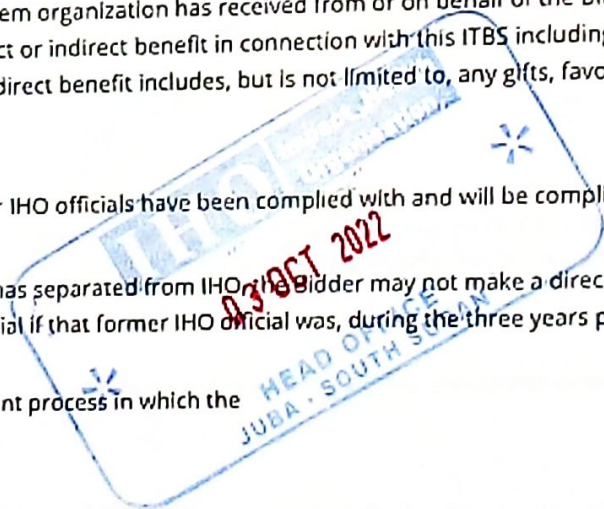
3.3 No official of IHO or of any United Nations System organization has received from or on behalf of the Bidder, or will be offered by or on behalf of the Bidder, any direct or indirect benefit in connection with this ITBS including the award of the contract to the Bidder. Such direct or indirect benefit includes, but is not limited to, any gifts, favors or hospitality.

3.4 The following requirements with regard to former IHO officials have been complied with and will be complied with:

(a) During the one (1) year period after an official has separated from IHO, the Bidder may not make a direct or indirect offer of employment to that former IHO official if that former IHO official was, during the three years prior to separating from IHO, involved in any aspect of a IHO procurement process in which the Bidder has participated.

(b) During the two (2) year period after an official has separated from IHO, that former official may not, directly or indirectly on behalf of the Bidder, communicate with IHO, or present to IHO, about any matters that were within such former official's responsibilities while at IHO.

3.5 Neither the Bidder nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organization or other international inter-governmental organization. The Bidder will immediately disclose to IHO if it or any of its affiliates, or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of any resulting contract. If the Bidder or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of the contract, IHO will be entitled to suspend the contract for a period of time up to thirty (30) days or terminate the contract, at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case



may be, to the Bidder. If IHO chooses to suspend the contract it will be entitled to terminate the contract at the end of the thirty (30) days' suspension at IHO's sole choice.

3.6 The Bidder will (a) observe the highest standard of ethics; (b) use its best efforts to protect IHO against fraud, in the solicitation process and in the performance of any resulting contract; and (c) comply with the applicable provisions of IHO's Policy Prohibiting and Combatting Fraud and Corruption.

In particular, the Bidder will not engage, and will ensure that its personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in IHO's Policy Prohibiting and Combatting Fraud and Corruption.

3.7 The Bidder will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the IHO Supplier Code of Conduct.

3.8 Neither the Bidder nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labor Organization's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labor, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

3.9 The Bidder has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its personnel including its employees or any persons engaged by the Bidder to perform any services in the Bidder's participation in this solicitation. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. The Bidder has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Bidder, from exchanging any money, goods, services, or other things of value, for sexual favors or activities or from engaging in any sexual activities that are exploitive or degrading to any person.

3.10 The Bidder confirms that it has read IHO's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Bidder will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Bidder will further cooperate with IHO's implementation of this Policy.

3.11 The Bidder will inform IHO as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 3.

3.12 Each of the provisions in this Article 3 of Part V constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, IHO is entitled to disqualify the Bidder from this solicitation process and/or any other solicitation process, and to terminate any contract that may have been awarded as a result of this solicitation process, immediately upon notice to the Bidder, without any liability for termination charges or any liability of any kind. In addition, the Bidder may be precluded from doing business with IHO and any other entity of the United Nations System in the future.

4. AUDIT

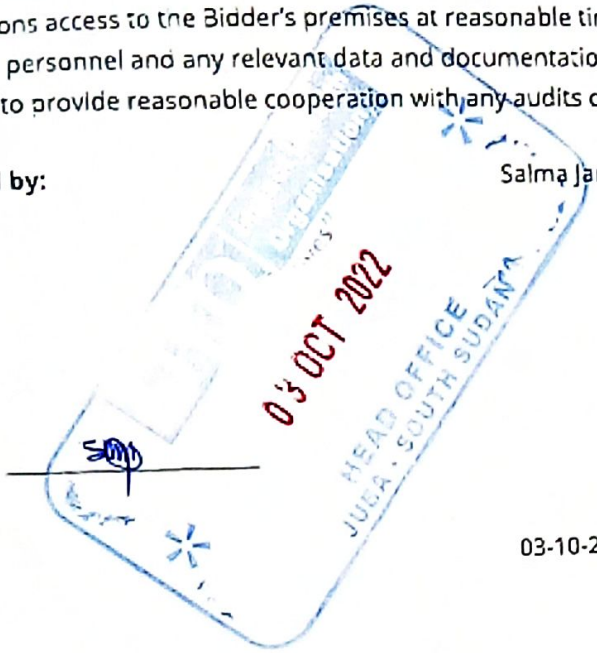
4.1 From time to time, IHO may conduct audits or investigations relating to any aspect of a contract awarded in relation to this ITBS, including but not limited to the award of the contract and the Bidder's compliance with the provisions of Article 3 above. The Bidder will provide

its full and timely cooperation with any such audits or investigations, including (but not limited

to making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting IHO and those undertaking such audits or investigations access to the Bidder's premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Bidder will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by IHO.

Prepared by:

Salma James, Procurement Assistance



Date:

03-10-2022

IMPACT HEALTH ORGANISATION

Juba South Sudan
 Email: info@ihosavinglives.org
 Website: ihosavinglives.org
 +211-92-80-82-382

TECHNICAL INFORMATION TO TENDER BIDDING

IHOTBI00043

Sr	Project Number	Project Title	Location
1	PROJ-0013	Increase access to youth friendly SRH and covid-19 information and service.	Juba
2	PROJ-0015	Implementation of TSFP and IFP activities in EES	Juba
3	PROJ-0023	Provision of essential health care services in Kwajok	Juba

Location: Juba Head Office
Date Published: 03-10-2022
End Date: 03-10-2022

The Impact Health Organization (IHO) is a Non-Governmental Not for profit organization established in 2013 with a philosophy of saving lives.

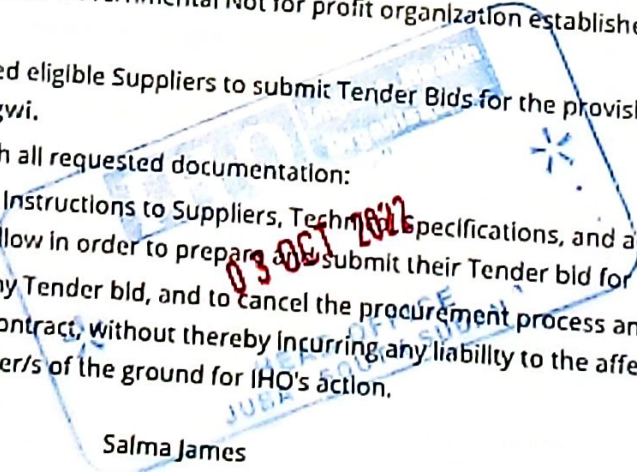
The IHO extends this Invitation to Interested eligible Suppliers to submit Tender Bids for the provision of Fuel Supplies (Diesel and Petrol) in Juba, Torit and Magwi.

Interested Suppliers must submit a bid with all requested documentation:

With this TENDER BID, the GIS includes the Instructions to Suppliers, Technical specifications, and administrative requirements that Suppliers will need to follow in order to prepare and submit their Tender bid for consideration by IHO. IHO reserves the right to accept or reject any Tender bid, and to cancel the procurement process and reject all Bid at any time prior to award of Purchase Order or Contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for IHO's action.

Prepared by:

Salma James



5040

Date:

03-10-2022

INSTRUCTION TO SUPPLIERS (GIS)

1. Description of Goods and Services

IHO requests prospective suppliers to submit a Tender bid for provision of Fuel Supplies. The technical requirement is presented as follows:

S/N	Item Description	Location
1	Fuel (Diesel and Petrol)	Juba, Torit and Magwi

IHO requires that all IHO Staff, manufacturers, suppliers, or distributors, observe the highest standard of ethics during the procurement and execution of all contracts. IHO shall reject any Tender bid put forward by Suppliers, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, collusive, or coercive practices. In pursuance of this policy, IHO defines for purposes of this paragraph the terms set forth below as follows:

- Corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of the Procuring/Contracting Entity in the procurement process or in contract execution;
- Fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, the Procuring/Contracting Entity in the procurement process or the execution of a contract, to obtain a financial gain or other benefits to avoid an obligation;
- Collusive practice is an undisclosed arrangement between two or more bidders designed to artificially alter the results of the tender procedure to obtain a financial gain or other benefits;
- Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any participant in the tender process to influence improperly its activities in a procurement process, or affect the execution of a contract

3. Conflict of Interest

All Suppliers found to have conflicting interests shall be disqualified to participate in the procurement at hand. A Supplier may be considered to have a conflicting interest under any of the circumstances set forth below;

A Supplier has controlling shareholders in common with another Supplier;

- A Supplier receives or has received any direct or indirect subsidy from another Supplier;
- A Supplier has the same representative as that of another Supplier for purposes of this Tender bid;
- A Supplier has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence the Tender bid of another or influence the decisions of the Mission/Procuring Entity regarding this Tender bid process;
- A Supplier submits more than one Tender bid in this Tender bid process;
- A Supplier who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are subject to this Tender bid process.

4. Eligible Suppliers

Only Suppliers that are determined to be qualified shall be considered for award. The Supplier shall fill up and submit the **FORM D TENDER BIDDER INFORMATION** to establish their eligibility together with the Tender bid.

5. Cost of Preparing the Tender bid

The Supplier shall bear all costs associated with the preparation and submission of his Tender bid and IHO will not, in any case, be responsible and liable for the costs incurred.

6. Errors, omissions, inaccuracies, and clarifications

The documents and forms requested for the purpose of soliciting Bids shall form part of the Contract, hence care should be taken in completing these documents. Suppliers shall not be entitled to base any claims on errors, omissions, or inaccuracies made in the Tender Bid Documents.

Suppliers requiring any clarifications on the content of this document may notify the IHO in writing at the following email address.

Make sure to copy the following email address: procure@ihosavinglives.org

Copies of the response including a description of the clarification will be given to all Suppliers who received this General Instruction, without identifying the source of the inquiry.

7. Confidentiality and Non-Disclosure

All information given in writing to or verbally shared with the Supplier in connection with this General Instruction is to be treated as strictly confidential. The Supplier shall not share or invoke such information to any third party without the prior written approval of IHO. This obligation shall continue after the procurement process has been completed whether or not the Supplier is successful.

8. IHO's Right to Accept any Tender bid and to reject any and all Bid

IHO reserves the right to accept or reject any Tender bid and to cancel the procurement process and reject all Bid, at any time prior to award of contract, without thereby incurring any liability to the affected Supplier/s or any obligation to inform the affected Supplier/s of the ground for IHO's action.

9. Requirements

9.1 Tender Bid Documents:

The following shall constitute the Tender bid Documents to be submitted by the Suppliers:

- Form G Technical Bid Technical Information Form
- FORM D TENDER BIDDER INFORMATION
- Form H Tender Financial Bid
- Technical Bid
- FORM C BID SUBMISSION

Suppliers are required to use the forms provided by IHO.

9.2 Tender Financial Bid

The Form H Tender Financial Bid and other required documents shall be duly signed and accomplished and typewritten or written in indelible ink. Any correction made to the prices, rates, or any other information shall be rewritten in indelible ink and initialed by the authorized signature. The language of the Tender bid shall be in English and prices shall be quoted in USD (US Dollar), exclusive of VAT. Prices quoted by the Supplier shall be fixed during Supplier performance of the contract and not subject to price escalation and variation on any account unless otherwise approved by IHO. A submitted Tender bid with an adjustable price Tender bid will be treated as nonresponsive and will be rejected.

9.3 Validity of Bid Price



The Bid shall remain valid for a minimum period of 60 calendar days, after the deadline for submission. In exceptional circumstances, prior to the expiry of the period of validity of the Bid, IHO may request that the Suppliers extend the period of validity for a specified additional period. The request and the response thereto shall be made in writing. A supplier agreeing to the request will not be required or permitted to modify its Tender bid.

9.4 Documents Establishing Supplier's Eligibility and Qualification

The Supplier shall furnish, as part of its Tender bid, documents establishing the Supplier's eligibility to submit a Tender Bid and its qualifications to perform the contract if its Tender bid is accepted, including proof of valid documents Third-party liability insurance, log books, valid licenses. The IHO's standard FORM D TENDER BIDDER INFORMATION shall be used for this purpose.

10. Submission of Bid Documents

The tender bid can be submitted in a sealed envelope to the following address: procure@ihosavinglives.org to Salma James at World Wide Movers

IHO South Sudan -Juba Office

World Wide Movers Building Juba South Sudan.

A tender bid shall be submitted to the above address on or before the 17th October 2022, 5:00 pm. Late Bid will not be accepted.

11. Opening of Bid.

The opening of the Bid shall be carried out by IHO Bids Evaluation and Awards Committee. IHO reserve the right to conduct the opening of the Bid in public or not.

12. Acceptance of Bid.

IHO is not bound to take an immediate decision on the acceptability or unacceptability of a Bid at the time of its opening.

13. Rejection of Bid

A tender bid can be rejected for the following reasons:

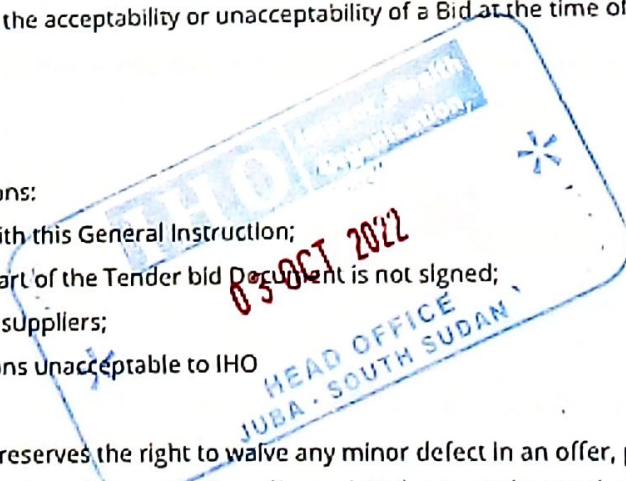
- the Tender bid is not presented in accordance with this General Instruction;
- the Quotation Form or any document which is part of the Tender bid Document is not signed;
- the Supplier is currently on the list of blacklisted suppliers;
- the Supplier offer imposes certain basic conditions unacceptable to IHO

IHO is not bound to accept any offer received and reserves the right to waive any minor defect in an offer, provided, however, that such minor defect (i) does not modify the substance of the offer and (ii) does not change the relative ranking of the Suppliers.

14. Evaluation of Bid

IHO shall evaluate and compare the Bid on the basis of the following:

- Price of the eligible products and services (50%)
- Prior experience with the vendor (25%)
- Prices for ineligible services and products (15%)
- Local or in-state vendor (10%)



Arithmetical errors will be corrected on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Tender bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

15. Post Qualification

Prior to award, post-qualification will be carried out by IHO to further determine the selected Supplier's technical and financial capability to perform the contract. IHO shall verify and validate any documents/information submitted and shall conduct an ocular inspection of the office, plant and equipment.

16. Award of Contract

The Supplier that has submitted the lowest evaluated Price, is substantially responsive to the requirements of this General Instruction, and who has been determined to be qualified to perform the contract shall be selected and awarded the contract.

IHO shall notify the selected Supplier through a Notice of Award. IHO shall also notify in writing, the other Suppliers who were not selected without disclosing the reason for rejection.

17. Delivery Site and Period of Delivery

The services shall be delivered at IHO Juba head Office within a period of 10 days upon signature of the contract.

18. Liquidated Damages

If the Supplier fails to deliver any or all of the goods within the period specified in Clause 17 above, a penalty payment of 0.1% of the price of the undelivered goods for every day of breach of the delivery schedule by the Supplier will be requested.

19. Payment

Payment shall be made only upon IHO's receipt of the invoice describing the goods/services delivered and accepting the goods delivered.

20. Warranty

Warranty shall be quoted based on the standard warranties provided by the manufacturer unless specified in the Technical Specifications of this General Instruction.

21. Settlement of Dispute

The issues shall be settled among parties and failure to settle the issues then South Sudan will apply for any dispute, controversy, or claim that will arise in relation to the procurement process.

