



Participation file

INTERNET SERVICE FOR JUBA OFFICE





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Purchaser identification

Name: Handicap International

Address: Plot No. 298 Block 3k, Juba Nabari, Tongpiny-Adjacent to Indian Embassy, Juba South Sudan.

Contact details: +211 (0) 912 100 312

Person in charge of the contract: Dhama Charles / + email: d.charles@hi.org

Technical adviser/Manager of the service provision: Raviro Jamela / + email: j.raviro@hi.org

Website: www.hi.org

Created in Lyon in 1982, Handicap International is an independent and impartial aid and development organisation working in situations of poverty and exclusion, conflict and natural disaster.

Our action and campaigning is focused on addressing the essential needs of persons with disabilities and vulnerable groups, improving their living conditions and promoting respect for their dignity and their fundamental rights.

Humanity and Inclusion (HI) has been operating in South Sudan since 2006, with a specific mandate to address the needs of persons with specific needs, heightened vulnerabilities and protection risks across the country. This is achieved through a comprehensive range of activities, including: functional rehabilitation, individualized and group-based Mental Health Psychosocial Service Support (MHPSS), comprehensive protection case management, with disability inclusion a core transversal component.

HI currently employees over 70 staff members across South Sudan. Our teams operate from 4 permanent locations of Juba, Morobo, Pibor and Panyijiar. HI is launching a tender to identify a vendor to provide Internet service for its office in Juba.

1. Contract description

The objective of this call for tender is to establish a framework contract for Internet Service for it's Juba office as per below list



S/N	ITEM	UNIT	QUANTITY
1	Internet Bandwidth Juba 1MB/3MB	12	Month
2	Internet Bandwidth Juba 2MB/2MB	12	Month
3	Internet Bandwidth Juba 2MB/3MB	12	Month
4	Internet Bandwidth Juba 7mbps Up/ 7mbps Down	12	Month

Economic conditions of the Supply contract agreement:

The contract shall be signed for an initial period of (12 Months): At the end of this period, the contract shall terminate without HI having to take steps to revoke it. Contracts maybe renewed based on performance over the contract period for another 12 Months.

The full service shall be operational on 5th April 2024.

Invoicing shall be done at the end of every Month and confirmation of reception by HI responsible staff and in accordance with the pricing conditions given in the contract agreement.

The prices shall be firm and non-revisable for the duration of the contract.

Contract execution addresses:

Federation Handicap International-Juba, South Sudan, Plot No. 298, block 3k, Juba Nabari, Tongpiny-Adjacent to Indian Embassy.

2. General conditions

By submitting a bid, tenderers accept without restriction all the general and specific conditions outlined in these specifications as being the only basis for this supply contract procedure, irrespective of their own conditions, which they hereby waive.

Tenderers shall carefully examine and comply with all the instructions, forms, clauses and specifications mentioned in this participation file.

Failure to submit a bid containing all the information and documents requested by the specified closing date may result in the bid's rejection.



3. Tendering schedule

Publication date: 21st March, 2024.

Deadline for receipt of applications: 28th March 2024.

Deadline for receipt of bids: 28th March 2024

Deadline for the awarding of contracts: 5th April 2024.

4. Eligibility and Obligations

All natural or legal persons of whatever nationality are eligible to apply. However, certain criteria will be grounds for excluding applications.

Exclusion criteria:

Applicants or tenderers shall be excluded from the selection and award procedure in the following conditions:

- If they are bankrupt or their affairs are being wound up; their affairs are being administered by the courts; they have entered into an arrangement with creditors; they have suspended business activities; they are the subject of proceedings concerning these matters or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- If they have been convicted of an offence concerning professional misconduct by a judgement which has the force of res judicata;
- If they have been found guilty of gross professional misconduct proven by any means which the contracting authorities can justify;
- If they have not fulfilled their obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country in which the contract is to be executed;
- If they have been the subject of a judgement which has force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- If, following another procurement procedure or grant award procedure financed by the community budget, they have been found to be in serious breach of contract for failure to comply with their contractual obligations.

In addition, contracts shall not be awarded to applicants or tenderers who, during the procurement procedure:

- are in a position of conflict of interest;



- are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the award procedure, or fail to supply this information.

By returning this participation file duly initialled and signed, the tenderers confirm that they are not in one or more of the situations described above and undertake to send to Handicap International within seven (7) calendar days following receipt of a request from Handicap International any additional documents that Handicap International considers necessary to perform its checks.

➤ **Sub-contracting**

If applicants or tenderers plan to work with subcontractors, they undertake to:

- Provide Handicap International with the list of those services that it plans to subcontract
- Obtain Handicap International's formal agreement on the choice of prospective subcontractors
- Obtain Handicap International's agreement on the terms of payment of these subcontractors
- Send Handicap International its contracts with subcontractors upon request

5. Participation procedure

The call for tender file is made up of the following documents:

- this participation file
- an application form
- specifications and annexes:
 - annex 1; General purchasing conditions and good commercial practices (downloadable at www.hi.org)
 - annex 2: List of materials

➤ **Requests for clarification**

If Handicap International, on its own initiative or in response to a request from an applicant, adds to or clarifies information in the participation file, this information shall be sent in writing and shared with all other applicants at the same time.

This schedule may be modified by Handicap International, if it needs to do so. Submission of bids (commission2)

The envelope shall contain the reply to the call for tenders and include:

- The specifications, initialled and signed



- Annex 1: General purchasing conditions and good commercial practices, signed
- Annex 2: The Participation file
- Annex 3: The Financial offer
- Annex 4: Completed application form signed and stamped
- Annex 5: Letters of reference / proof of previous contracts for similar services
- Annex 6: Certified bank statement for the last 2 years
- Annex 7: Tax registration certificate
- Annex 8: Company profile

Tenderers shall submit their bids in a sealed envelope clearly marked “**Juba Internet Service**”. Tenderers shall be excluded from the award procedure if their bids are received after the deadline for the receipt of bids of **28th April, 2024**.

A digital file shall be attached in the form of an email sent to the dedicated email address Tender South Sudan tender@southsudan.hi.org

The companies concerned shall be asked to submit their best technical and commercial proposal that must comply with the conditions and presentation defined below. Any bids not meeting the below requirements shall be rejected.

Language: All written documents shall be in English.

Currency unit: All prices shall be expressed in **USD**, inclusive of all taxes.

General purchasing conditions: They shall be initialled on each page and signed, and shall be included with the bid.

Bid validity period: Bids shall remain valid for a period of Twelve (12) calendar Months as from the deadline for the receipt of bids.

Amendment or withdrawal of bids: Tenderers may amend or withdraw their bids by written notification before the closing date for submission of bids (28th April, 2024). No amendments may be made to bids after this date. Withdrawals shall be firm and final and will terminate any participation in the tendering process.

Costs of preparing bids: None of the costs incurred by tenderers in preparing and submitting their bids shall be reimbursable. All these costs shall be borne solely by the tenderers

6. Bid selection criteria

➤ **Commission 1**

Bids shall be selected based on the information contained in the application form and attached documents. Tenderers may include any additional documents they deem relevant.



The selection criteria are level of experience in South Sudan context in supply of assistive devices, financial viability, ability to adapt to the activities of Handicap International (working language, company structure) and activity level and volume.

➤ **Commission 2**

Handicap International reserves the right to negotiate, accept or reject any bid or quotation at its sole discretion, and to continue the competitive dialogue for any response it considers advantageous. Handicap International is not obliged to accept the lowest prices or any of the bid. No bid may be modified after the closing date for the submission of bids.

Handicap reserves the right to draw up a list of pre-selected suppliers. Further discussions and competitive dialogue shall then be conducted with the pre-selected suppliers.

The purpose of the opening and evaluation of bids is to check that they are complete and valid.

A subsequent evaluation of the bid shall be carried out in Juba by an evaluation committee composed of representatives of Handicap International.

The contract shall be awarded to the bid that is both technically and administratively compliant, but also the most economically advantageous, taking into account the quality of the services offered, the bid price and the total acquisition cost.

In the interests of transparency and equal treatment, the evaluation committee may ask tenderers, in writing, to clarify their bids within 48 hours, without modifying them. None of these requests for clarification should be aimed at correcting any initial errors or omissions affecting the performance of the contract or undermining fair competition.

Any tenderers attempting to influence the evaluation committee in the process of examining, clarifying, evaluating and comparing bids with a view to obtaining information on the progress of the process or influencing Handicap International in its decision regarding the award of the contract shall have their tenders immediately rejected. No excuses shall be accepted for late submissions. Bids arriving after the deadline shall be rejected without evaluation.

7. Cancellation of a call for tenders procedure

In the event of the cancellation of a call for tenders procedure, tenderers shall be informed by Handicap International.

If the call for tenders procedure is cancelled before any of the external envelopes have been opened, the sealed envelopes shall be returned to tenderers unopened.

A cancellation may occur when:



1. The tendering procedure has been unsuccessful, i.e. Handicap International has received no valid or financially viable bids, or no bids at all;
2. The project's economic or technical parameters have been fundamentally modified;
3. Exceptional circumstances or force majeure makes the normal execution of the project impossible.
4. All technically compliant bids exceed the available budget;
5. Irregularities have occurred in the procedure, especially if these have prevented fair competition.

In no circumstances shall Handicap International be liable for damages of any kind (in particular damages for loss of profits) in the event of the cancellation of a call for tenders, even if Handicap International has been warned of the possibility of damages.

The publication of a purchase notice does not commit Handicap International to implementing the announced programme or project.

8. Awarding of contract

The contract shall be awarded to the bid offering the best quality/price/ delivery ratio according to the needs defined in the call for tenders.

Handicap International shall evaluate the bids in terms of total acquisition cost, previous reference for similar service, service quality.

Handicap International shall give preference to bids from suppliers who commit to a fixed rate for the entire duration of the contract (equipment + labour).

By virtue of this document, Handicap International holds ownership of all bids received as part of this tender procedure. Consequently, bids shall not be returned to tenderers.

Date: 21st March, 2024

Place: Juba

Name: Logistics Department

Function: Procurement Unit

Signature and company stamp preceded by the words "Read and approved":