

REQUEST FOR QUOTATIONS FOR SCHOOL IMPROVEMENTS AND REHABILITATION WORKS

1. Introduction

Stromme Foundation's vision is a world free from poverty, and our mission is to fight poverty by ensuring that all people have equal rights to economic resources get their basic needs met and can live a dignified life. Stromme Foundation is a value-based development organization. With the shared deep conviction that all human beings are born free and equal in dignity and right, SF and all our employees shall strive to approach people with openness and respect, without distinction of any kind, act against injustice, and ensure and fulfil human rights for all, and show solidarity and promote the dignity, rights, and development of all peoples. All employees should work by and adhere to Stromme Foundation's vision and values, Global Strategy, and other core global documents, strategies, policies, and guidelines.

2. GESS & the Capital Expense Activity in CES

The Girls' Education South Sudan Program (GESS II) is a multi-donor partnership between the governments of the UK, Canada, EU, United States, Sweden, Norwegian Embassy Juba. The primary aim of Girls' Education South Sudan (GESS) is to transform the lives of a generation by improving teaching and learning in schools, and increasing access, retention and completion among primary and secondary school girls.

To facilitate the Ministry of General Education and Instruction current policy, GESS has allocated capital budget / expense funds to public and community secondary schools to specifically cover purchase or construction of assets; like desks, building enhancements or repair, libraries, WASH facilities etc. These items covered by the capital budget fall into the "Physical Inputs" category only.

3. RFQ Instructions

Interested companies will be provided with template of tender submission forms for the respective Lot. Request the tender submission form from SouthSudan@stromme.org. It is strictly forbidden to make alterations in the printed text. The tenderer will be bound to the original text in accordance with the document forwarded in PDF format.

Interested companies/firms should request the RFQ templates/specifications for your selected Lot by emailing SouthSudan@stromme.org. All RFQs should be submitted to the Stromme Foundation South Sudan Country Office through email by **October 8, 2024 5pm CAT**. No hardcopy submission will be accepted.

3.1. Tender Preparation and Submission

In submitting a tender, the tenderer accepts in full and without restriction the special and general terms and conditions governing this contract as the sole basis of this tendering



procedure, whatever his own conditions of sale may be, which the hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; any reservation will result in the immediate rejection of the tender without further evaluation.

Interested and eligible companies can choose to apply for all the Lots by filing the template provided. Each Lot must contain its tender/bid as specified.

LOT NUMBER	SCHOOL	PLANNED ACTIVITY
LOT 1	Rajaf Secondary Schol	A. Construction of Students and Teachers Latrine. B. Installation of JEDCO Power Meter
LOT 2	Supiri Secondary School	A. Provision of Library bookshelves
LOT 3	Jubek Model Memorial Secondary School	B. Construction of culvert for easy road access to the school C. Fixing girls' toilets doors
LOT 4	Terekeka Secondary School	A. Provision of classroom supplies including student desks and plastic chairs for teachers.

3.2. Eligibility Criteria (Minimum Requirements)

All interested companies **must submit** copies of the following supporting documentation **to eligible** evaluation and assessment. Tenderers that do not provide these documents will not be qualified for the evaluation.

- i. Company profile
- ii. Article of Association and Memorandum of Association
- iii. Certificate of incorporation
- iv. Trading licence
- v. Tax Identification Number (TIN)
- vi. Tax clearance certificate as of September 2024
- vii. Bank statements for the last six months
- viii. Audited report for 2022 and 2023.
- ix. Company Profile
- x. Certificate/reference information of previous undertakings of contracts with NGO/UN agencies for similar services and goods supplied.



- xi. Certificate of membership to the Chamber of Commerce
- xii. List of Directors and Shareholders
- xiii. List of key staff

3.3. Evaluation of Bids

All bids will undergo administrative checks to confirm that the company has fulfilled the requirements in 3.2 above. All valid bids will be evaluated by a Procurement Committee of SF South Sudan. After the administrative checks, the Procurement Committee will assess the bids based on technical and financial proposals using the information provided in your submission. SF South Sudan reserves the right to request samples of products or past work and to visit the premises of bidders, if this is deemed necessary to complete the evaluation.

4. General Terms and Conditions

Unless the context indicates otherwise, the term “Client or Buyer” refers to SF South Sudan. The term “Supplier” refers to the entity named on the order and contracting with the Buyer. The term “Contract” can be taken to mean either (a) the purchase order or (b) the supply agreement, whichever is in place.

- 4.1. **Price:** The prices stated on the order shall be held firm for 3 months / or quantity unless specifically stated otherwise. Meanwhile, negotiated prices in the LFA will be held for a minimum of 12 months unless amended in writing by both the Client and the Supplier.
- 4.2. **Source of Instructions:** The Supplier shall not seek nor accept instructions from any source external to SF South Sudan about the performance of the contract.
- 4.3. **Assignment:** The Supplier shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Buyer.
- 4.4. **Corruption:** The Supplier shall not give, nor offer to give, anyone employed by the Buyer an inducement or gift that could be perceived by others to be a bribe. The Supplier agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.
- 4.5. **Confidentiality:** All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that have been compiled by or received by the Supplier under the contract shall be the property of SF South Sudan and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Buyer upon request. The Supplier may not communicate at any time to any other person, government or authority external to SF South Sudan, any information that has been compiled through association with SF South Sudan which has not been made public except with written authorisation from the Buyer. These obligations do not lapse upon termination of the contract.



- 4.6. **Use of Emblem or Name:** Unless otherwise agreed in writing; the Supplier shall not advertise nor make public the fact that it is supplying goods or services to the Buyer, nor shall the Supplier in any way whatsoever use the name or emblem of SF South Sudan in connection with its business or otherwise.
- 4.7. **Observance of Law:** The Supplier shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.
- 4.8. **Force Majeure:** The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force. In the event of and as soon as possible after the occurrence of any cause deemed *force majeure*, the supplier must inform the Buyer of the full particulars in writing. If the supplier is rendered unable either in part or in whole to perform its obligations then the Buyer shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances. If the Supplier is permanently rendered incapable in whole or part because of *force majeure* to complete its obligations and responsibilities under the contract then the Buyer will have the right to suspend or terminate the contract on the same terms and conditions laid out in section 9, Cancellation.
- 4.9. **Cancellation:** The Buyer reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by the Executive Council of SF South Sudan and/or lack of funding. In such a case the Supplier shall be reimbursed by SF South Sudan for all reasonable costs incurred by the Supplier, including all materials satisfactory delivered and conforming to specifications and terms of the contract, prior to receipt of the termination notice. Should the supplier encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the buyer reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions.
- 4.10. **Warranty:** The Supplier shall provide the Buyer with all manufacturers' warranties. The supplier warrants that all goods supplied about the contract meet specifications, are defective and are fit for the intended use. If, during the warranty period, the goods are found to be defective or non-conforming to specification, the Supplier shall promptly rectify the defect. If the defect is permanent, then at the choice of the Buyer the Supplier will either replace the item at their cost or reimburse the Buyer.
- 4.11. **Inspection and Test:** The Supplier must inspect the goods before dispatch to ensure conformance to specifications and/or any other provisions of the contract. The Buyer reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Buyer's opinion, the goods and/or services do not comply with the specification, the Buyer will inform the Supplier in writing. In such a case the Supplier shall take the necessary action to



ensure compliance, liability for any additional cost incurred for rectifying compliance will rest with the Supplier.

- 4.12. **Changes:** The Buyer reserves the right to make reasonable changes at any time to the specification, quantity, packing instructions, destination, or delivery instructions. If any such change affects the price of goods or performance of service the Supplier and Buyer may negotiate an equitable adjustment to the contract, provided that the Supplier claims for adjustments in writing to the Buyer within 30 days from being notified of any change.
- 4.13. **Rights of access for audit purposes:** SF South Sudan is contractually obliged to facilitate certain donors' direct access to suppliers for audit purposes. This obligation is extended to all SF South Sudan suppliers.
- 4.14. **No Agency:** This order does not create a partnership between the Buyer and Supplier or make one party the agent for the other for any purpose.
- 4.15. **Rights of SF South Sudan:** Should the supplier fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses or to make delivery of all or part of the goods by the agreed delivery date(s), the buyer may, after giving reasonable notice to the Supplier, exercise one or more of the following rights:
- a. Procure all or part of the goods from an alternate source, in which event the Buyer may hold the Supplier liable for additional costs incurred.
 - b. Refuse to accept all or part of the goods.
 - c. Terminate the contract.

5. Environmental Standards

Suppliers should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

- i. Waste Management.
- ii. Packaging and Paper
- iii. Conservation
- iv. Energy Use
- v. Sustainability

6. Tender Submission

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