

###### REQUEST FOR TENDER



**Tender Ref:** BRAC-SS-002-2023.

**Issued on**: November 20, 2023.

**Closing Date & Time:** Friday December 1, 2023 at 17:00 PM .

 **INVITATION TO TENDER**

BRAC South Sudan is legally registered with the government of the Republic of South Sudan as a branch of Stitching BRAC International. Since its inception in 2006, BRAC South Sudan has implemented various programs in education, youth empowerment, agriculture, food security and livelihoods, health, emergency response and microfinance. In 2017, BRAC South Sudan down-scaled its operations as a result of the heightened conflict, and in 2019 began to re-open operations in South Sudan, with a programmatic focus on education, health, youth empowerment, agriculture and livelihoods, water and sanitation, and climate change. BRAC South Sudan is currently working in the four states of Eastern Equatoria, Central Equatoria, Western Equatoria and Northern Bahr el Ghazal and is preparing to expand into additional states.

BRAC South Sudan aims to obtain a framework internet service provision for the Juba Country Office. The service should be provided for one/two years under a fixed monthly charge. Capacity requirement: symmetric 14.0 Mbps bandwidth and 14.0 Mbps as backup, Connection should be cable type, fiber-optics and wireless solutions may be considered. The service is expected to be highly stable and reliable.

Please inform us in writing at the following address -Plot 15, Block L14, Atlabara Juba, South Sudan Email: asanita.angella@brac.net upon receipt; that you received the Letter of Invitation; and whether you will submit the tender.

Yours sincerely,

Asanita Angella
Procurement Officer,
BRAC South Sudan
Phone: +211 917648050/+211923744950, Email: asanita.angella@brac.net

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* 1. **PREPARATION OF BIDDING DOCUMENTS**
		1. Bid documents can be obtained from NGO forum tender website
		2. Internet Service providers are invited to submit two separate bids documents; one original and a duplicate.
		3. The currency of the bidding shall be US$. The bidding will be the basis for contract negotiations and ultimately for a signed contract with the selected contractor.
		4. The ISP shall inform itself fully of all circumstances and conditions relating to submitting of this bid, including site visits if appropriate, and shall satisfy itself as to the correctness and sufficiency of the bid documentation.
		5. By submitting a bid, the ISP understands that all provisions and conditions in the bidding documents shall fully and automatically apply to his bids.
		6. BRAC South Sudan will enter into a contract agreement with the awarded ISP not a third party.
		7. BRAC already has its equipment like Mikrotik routes and others; Interested ISP companies can carry out an assessment before quoting to ensure that the equipment is sufficient .
		8. The installation will take place at Aptech building (floor 6)in Hai Malakal near James hotel.
		9. Installation should be at the company’s own cost, also let us know if you provide your own equipment for this product/service.
		10. Price variation or change of currency will not be accepted
		11. No tender will be received after closing date and time
		12. Overwriting and/or use of correction fluid is forbidden and will render the bid document disqualified
		13. All other tender requirements stated on this tender document MUST be met
		14. BRAC South Sudan reserves the right to accept or reject any tender either wholly or in part and is not bound to accept the lowest or any tender or assign reasons for its decision. BRAC South Sudan may re tender if it deems right
		15. If you do not hear from the tender panel two weeks after the tender closing date, please consider your bid unsuccessful.
		16. Tenders must be filled in permanent ink. Any tender filled in pencil will be disqualified.
		17. All alterations must be countersigned and use of correction fluid is prohibited.
		18. Bidders must ensure accuracy in their calculations both horizontally and vertically.
		19. The technical and financial bids should be in separate envelopes clearly marked.
	2. **CORRUPT OR FRAUDULENT PRACTICES**
		1. BRAC requires that ISP and their agents (whether declared or not), personnel, sub-contractors, and suppliers observe the highest standard of ethics during the selection and execution of contracts.
		2. Should any corrupt, fraudulent, collusive, coercive or obstructive practices of any kind come to the knowledge of the organization, it shall, in the first place, allow the service provider to provide an explanation and shall take actions when a satisfactory explanation is not received.
		3. In pursuance of this requirement, the organization will reject the bid if it determines that the organization recommended for award has, directly or through an agent or other third party, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.
		4. For the purposes of this provision, the terms set forth below shall apply:
			1. **“corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value (whether tangible or intangible) to influence the action of a person involved in making decisions;
			2. **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser and includes dishonestly obtaining any such benefit by way of deception, forgery or other means;
			3. **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
			4. **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
			5. **“obstructive practice”** is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the organization’s rights.
	3. **QUALIFICATIONS OF THE CONTRACTOR**

To qualify for an award of Contract, the Company shall demonstrate that it possesses the necessary professional and technical qualifications or competence, financial resources, equipment and other physical facilities, managerial capability, experience in the required field of operation and personnel to perform the contract.

In addition, the following documents are required:

* + 1. Must be legally registered in South Sudan and Must have a registered office and all required facilities.(Certificate of Registration / Incorporation )
		2. The ISP must have the Communication certificate from(NTA)
		3. Company profile.
		4. The ISP should Provide a list of customer references for similar services currently provided on proposed products..
		5. The ISP should provide a bank statement of not less than 6 months.
		6. The ISP must provide at least five (5) proof of the competence of the engineers to be deployed and attach CV and testimonials.
		7. The ISP must include at least five (5) letters of references from satisfied customers.provide details of the client name, contract dates, contract values, contract focal point name and email, work location. BRAC reserves the right to conduct reference checks with one or more of the listed past clients.
		8. Provide the project plan for the development and implementation of the proposed solution. It should include activities, timelines and deliverables. Incident management and guarantee of 99% networks.
		9. Memorandum and Articles of Association.
		10. Valid Tax Clearance Certificate
		11. Operational license.
		12. Methodology and workplan during down time.
		13. Must have a dedicated focal person for daily administrative management of the account. (Indicate the name,email address,position and contact number.)
	1. **BID SUBMISSION AND OPENING**
		1. Bids should be submitted in hard copy, the original and a copy shall be placed in a sealed envelope clearly marked

"TENDER NO. BRAC-SS-002-2023, Provision of internet service to BRAC SOUTH SUDAN JUBA COUNTRY OFFICE

Issued on: November 20, 2023

Closing Date & Time: Not later than 17:00PM of Friday December 1, 2023

* + 1. The bid must be delivered by hand to BRAC SOUTH SUDAN

Plot 15, Block L14, Atlabara, Juba, South Sudan and by the time and date stated.

* + 1. No bids shall be received after the deadline for submission.
	1. **BIDS EVALUATION**

Bids properly received shall be evaluated in line with the evaluation criteria below;

|  |
| --- |
| **Technical Evaluation Criteria** |
| **S/No** | **The tender documents shall be evaluated based on the criteria stated here below:** | **Maximum Score** |
|  1 | * Operations License (updated)
* Certificate of incorporation/registration
* Valid Tax Clearance Certificate
* Communication certificate from(NTA)
* Company Profile (with office address, contacts, main specializations and names of the company directors)
* Memorandum and Article of Association
 | 6 |
|  |  |  |
| 2 | A list of customer references for similar services currently provided on proposed products.. | 4 |
| 3 | Five(5) proof of the competence of the engineers to be deployed and attach CV and testimonials. | 10 |
| 4 | Five(5) letters of references from satisfied customers.provide details of the client name, contract dates, contract values, contract focal point name and email, work location. | 10 |
| 5 | Project plan for the development and implementation of the proposed solution. It should include activities, timelines and deliverables. Incident management. | 10 |
| 6 | Bank statement for the last 6 months | 5 |
| 7 | Methodology and workplan during down time. maintain network monitoring capability and notification | 15 |
| **Financial Evaluation Criteria** |
| 8 | Competitive price valid for not less than 1 year inclusive of tax. | 40 |
|   | **Total Score** |  **100** |

**6. Financial Evaluation:**

The financial proposal shall be evaluated according to the price structure proposed and will account for 40 of the total combined scoring as per the below method.

The lowest evaluated financial proposal is given a full score which is the same as the maximum score used when evaluating the technical proposals.

(i.e. 100). The scores of the other financial proposals are then calculated in the following way:Price of lowest evaluated proposal.

 Price of the evaluated proposal

Financial score of proposal X = ----------------------------------------------- x 100

 Price of proposal X

* + 1. To assist in the evaluation of the bids, the BRAC may ask the ISP for clarification of its bid. The ISP may also be called upon to supply information additional to that provided in its bids to demonstrate to the satisfaction of BRAC that the ISP has the capacity to perform the services specified. The contractor shall within the time specified comply with any such requests. Should the contractor fail to submit any or all of the information required, in the time stipulated, its bids may be treated as non-compliant and rejected.

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* + 1. Any attempt by a company to influence the BRAC evaluation of any bids or the BRAC’s award decisions will result in the rejection of its bids.
	1. **NEGOTIATIONS**
		1. The best evaluated bidders will be called for negotiations if required, these negotiations will reflect the agreed technical modifications brought as a result of arithmetic errors realized in the bills of quantities.
		2. At the end of these negotiations, after all material business, financial, technical and legal issues have been resolved, BRAC will incorporate the results of any negotiations into a draft contract, which shall be initiated by both parties.
		3. If negotiations fail, BRAC will invite the contractor whose bid is ranked second to negotiate a contract.
	2. **ACCEPTANCE OR REJECTION AND DISQUALIFICATION OF ANY OR ALL BIDS**
		1. BRAC reserves the rights to accept or reject any tender, and to cancel the tender process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer(s)
		2. Failure to submit your bid documents before 17.00PM on the **December 1, 2023**
		3. Failure to indicate the Currency of the quote.
		4. Corrupt and fraudulent Bids, canvassing, and attempts to discuss the Bid with any other party in BRAC South Sudan other than the one appointed herein.
		5. Failure to submit legal document/company certificates.
		6. Third party offers will not be accepted.

* 1. **APPROVAL AND NOTIFICATION OF CONTRACT AWARD**
		1. The ISP whose bids have been selected will be notified by BRAC, prior to the expiration of the bid’s validity period. On completion of any negotiations and provision by the ISP of any other documentation that may be required by BRAC, BRAC shall issue to the ISP the contract. The ISP shall return a signed copy of the contract the same day it’s been issued.

######  Bank Account Details: (BRAC South Sudan only pays by cheque or Electronic Fund Transfer (EFT) – No cash payments)

######  Account Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

######  Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

######  Bank Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

######  Branch Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

######  Currency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

######

######  Swift Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

######  Tel No(s). \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Mobile Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

######  Managing Director’s Name \_\_\_\_\_\_\_\_ Passport No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Issue \_\_\_\_\_\_\_\_\_\_\_\_\_

######  Physical Address (Office Location) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Price quotation Form.**

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| --- | --- | --- | --- | --- | --- |
| **Site Name** | **Bandwidth** | **Ratio** | **Unit of Measure** | **Unit Cost** | **Total** |
| BRAC South Sudan | Fibre Broadband internet:14 Mbps UL/ 14 Mbps DL Gold Fiber Dedicated 1:1 and wireless service provision. | Shared 1:1 | Monthly |  |  |
| 26% Excise Tax | Monthly |  |  |
| Discount if any |  |  |  |
| **Grand Total** |  |  |  |