

*BRAC SOUTH SUDAN*

*Plot 15, Block L14, Atlabara, Juba, South Sudan*

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## INVITATION TO TENDER (ITT)

*Proposed Construction of Semi-permanent 2 Blocks of 2 Classroom's each for Primary Schools.*

**TENDER NO. BRAC-SS-001-2023**

**Issued on: September 22, 2023**

**Closing Date & Time: 5:00 pm ,October 6, 2023**



## 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 invites eligible and interested construction companies to submit their tenders backed up by documents of eligibility stated in this tender document for construction of Semi-permanent classrooms in four (4) selected schools as listed in the table below. This tender document comprises approved design by UNICEF-SSD/MoGEI, Bill of Quantities (BOQ) and ITT all attached herein. Total Price from the BOQ must be quoted in the summary table below. Bidders are reminded to carefully follow all instructions stated in this tender document.

**All interested bidders must visit the site (s) at their own cost and will bid for only one lot.**

S/No.	Service Description	Quantity
Lot 1	Construction of semi-permanent classrooms (2-blocks of 2 classrooms each) in Lumaro Primary School, Mugwo Payam, Yei County, Central equatorial state, South Sudan	4 classrooms
Lot 2	Construction of semi-permanent classrooms (2-blocks of 2 classrooms each) in Lofulung primary School, Imatong Payam, Ikwoto County, Eastern equatorial state, South Sudan	4 classrooms
Lot 3	Construction of semi-permanent classrooms (2-blocks of 2 classrooms each) in Lobuhanga Primary School, Imehejek Adminstrative area, Eastern equatorial state, South Sudan	4 classrooms
Lot 4	Construction of semi-permanent classrooms (2-blocks of 2 classrooms each) in Upuo Primary School, Pacidi Payam, Lafon County, Eastern equatorial state, South Sudan	4 classrooms

### SUMMARY

Lot No.	Name of School bided for	Amount
<b>Amount in words:</b>		

Please inform us in writing at the following address -Plot 15, Block L14, Atlabara Juba, South Sudan  
 Email: [asanita.angella@brac.net](mailto: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](mailto:asanita.angella@brac.net)



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## 1. PREPARATION OF BIDDING DOCUMENTS

- a) Bid documents can be obtained from NGO forum tender website
- b) Construction companies are invited to submit two separate bids documents; one original and a duplicate.
- c) 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.
- d) The contractor 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.
- e) By submitting a bid, the contractor understands that all provisions and conditions in the bidding documents shall fully and automatically apply to his bids.
- f) BRAC South Sudan will enter into contract agreement with the awarded contractor not a third party
- g) Price variation or change of currency will not be accepted
- h) No tender will be received after closing date and time
- i) Overwriting and/or use of correction fluid is forbidden and will render the bid document disqualified
- j) All other tender requirements stated on this tender document MUST be met
- k) 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
- l) If you do not hear from the tender panel two weeks after the tender closing date, please consider your bid unsuccessful.
- m) Tenders must be filled in permanent ink. Any tender filled in pencil will be disqualified.
- n) All alterations must be countersigned and use of correction fluid is prohibited.
- o) Bidders must ensure accuracy in their calculations both horizontally and vertically.

## 2. CORRUPT OR FRAUDULENT PRACTICES

- a) BRAC requires that contractors 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.
- b) 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.
- c) 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.
- d) For the purposes of this provision, the terms set forth below shall apply:
  - (i) **“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;
  - (ii) **“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;

- (iii) **“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;
- (iv) **“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;
- (v) **“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:

- a) Operations License (updated)
- b) Certificate of incorporation/registration
- c) Valid Tax Clearance Certificate
- d) Company Profile (with office address, contacts, main specializations and names of the company directors)
- e) Experience certificate from client or at least three contracts from reputable current INGO clients (Not older than 3 years)
- f) Competitive price valid for not less than 6 months
- g) Bank statement for the last 6 months
- h) Work schedules
- i) Women led or company led or own by women (provide evidence)

### 4. **BID SUBMISSION AND OPENING**

- a) 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-001-2023, Construction of Semi-Permanent classrooms in Lot.... **School name** to BRAC SOUTH SUDAN JUBA COUNTRY OFFICE

Issued on: September 22, 2023

Closing Date & Time: Not later than 5:00pm of Friday 6th October 2023

- b) 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



- c) No bids shall be received after the deadline for submission

## 5. BIDS EVALUATION

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

<b>Technical Evaluation Criteria</b>		
<b>S/No.</b>	<b>The tender documents shall be evaluated based on the criteria stated here below:</b>	<b>Maximum Score</b>
1	Operations License/trade license (updated) Certificate of incorporation/registration Memorandum and article of association Valid Tax Clearance Certificate Member certificate from the construction authorities South Sudan government. Company Profile (with office address, contacts, main specializations and names of the company directors)	30
2	Experience certificate from client or at least three contracts from reputable current INGO clients for the same service (Not older than 3 years).	15
3	Bank statement for the last 6 months	15
4	Work schedules	20
	<b>Total technical Score</b>	<b>80%</b>
<p><i>Only companies who will obtain 60% of the technical proposal will proceed to the Financial Evaluation</i></p> <p><b>Financial Evaluation Process</b></p> <p><i>First, the results of the financial evaluation are scaled to make them compatible with those of the technical evaluation. For doing this, 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:</i></p> $\text{Financial score of proposal } X = \frac{\text{Price of the lowest evaluated proposal}}{100} \times \text{Price of proposal } X$		
<b>Financial Evaluation Criteria</b>		
5	Competitive price valid for not less than 6 months	20%
	<b>Total Score</b>	<b>100%</b>



- a) To assist in the evaluation of the bids, the BRAC may ask the contractor for clarification of its bid. The contractor may also be called upon to supply information additional to that provided in its bids to demonstrate to the satisfaction of BRAC that the contractor 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.
- b) Any attempt by a contractor to influence the BRAC evaluation of any bids or the BRAC's award decisions will result in the rejection of its bids.

**6. NEGOTIATIONS**

- a) 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.
- b) 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.
- c) If negotiations fail, BRAC will invite the contractor whose bid is ranked second to negotiate a contract.

**7. ACCEPTANCE OR REJECTION OF ANY OR ALL BIDS**

- a) 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).

**8. APPROVAL AND NOTIFICATION OF CONTRACT AWARD**

- a) The contractor whose bids has 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 contractor of any other documentation that may be required by BRAC, BARC shall issue to the contractor the contract. The contractor 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) \_\_\_\_\_

