



EXPRESSION OF INTEREST (EOI)

PREQUALIFICATION OF CONSTRUCTION CONTRACTORS/COMPANIES for the Construction and/or Rehabilitation of different types of structures:

EOI RI reference: RI-SSD-JUBA-2024-JUBA-100

Relief International (RI) South Sudan invites your Expression of Interest to provide construction services in accordance with the conditions detailed in the below and attached documents. RI is seeking to **Pre-qualify construction contractors/companies for the DIFFERENT TYPES OF CONSTRUCTION INCLUDING REHABILITATION Services** in the different regions of RI's operational areas i.e. in Upper Nile.

RI is advertising an Expression of Interest (EOI) for Preferred Vendors for the following goods and services:

- Construction and Rehabilitation services of major or medium and/or minor repairs of health facilities/structures such as; theatre, maternity wards, VIP latrines, etc.
- Supplying and installation of sanitation facilities like; boreholes, garbage disposal pits,
- Supply of Construction Material & Construction Tools.

This EOI is the first phase of the prequalification process. Subsequent phases are outlined as follows:

- **Phase I** – EOI Applicants Evaluated and Shortlisted;
- **Phase II** – RI will issue the Request for Quotations (RFQ) to shortlisted applicants; for bidding, evaluate and select preferred vendors in response to the particular RFQ.

RI will work with eligible contractors for a period of 1 year and RI at its discretion; however, may extend this period for additional 1 year and/or may advertise another EOI to get more and or new prequalified contractors.



Relief International

SECTION 1: Cover Letter

Date: March 7, 2023  
Office: RI South Sudan Office  
Our reference: RI-SSD-JUBA-2024-JUBA-100

**SUBJECT: NATIONAL CALL FOR EXPRESSIONS OF INTEREST FOR PREQUALIFICATION OF CONSTRUCTION AND REHABILITATION CONTRACTORS/COMPANIES TO OPERATE IN UPPER NILE**

Regarding the publication of the above-mentioned Expression of Interest, please find enclosed the following documents, which constitute the EOI dossier.

- Section 1 This Cover Letter
- Section 2 Bid Data Sheet
  - a. BACKGROUND DATA
  - b. SCHEDULE & DEADLINE FOR SUBMISSION
  - c. EOI and Contract Award Acknowledge Certificate
  - d. Terms and Conditions of EOI (and subsequent priced bids)
  - e. GENERAL TERMS OF CONTRACT
- Section 3 Expression of Interest & Declaration
  - a. Category of interest applied for;
  - b. Area of interest applied;
  - c. Experience of category applied for;
  - d. Experience of location applied for;
  - e. Availability of equipment/ tools required for the work;
  - f. Available manpower and associated experience/ education;
  - g. References from past clients;

We look forward to receiving your EOI at the address specified in the Instructions to Bidders before **March 18<sup>th</sup> 2024 at 3:00 p.m.**, as stated in the invitation to EOI notice.

Yours faithfully,

*Relief International –South Sudan*

*Supply Chain Dept.*

**BIDDER’S ELIGIBILITY/ADMISSIBILITY CRITERIA:**

Description	To be filled by bidder		To be filled by the bid committee		
	Included		Present & complete?		Comments
Step/ document to be submitted <u>with</u> EOI	Yes	No	Yes	No	
Complete EOI package delivered before the deadline specified in Section 2 - Bid Data Sheet with( A , B ,C, D, E) completed, signed and stamped;					<b><u>Mandatory</u></b>
Section 4 –Expression of Interest and Declaration – completed, signed and stamped;					<b><u>Mandatory</u></b>
Registered to operate as a business in South Sudan with the following <b>valid</b> ;  A. Certificate Incorporation b. Operation license/Trading license c. Membership to Chamber of Commerce d. Valid Company Memorandum & Articles of association e. Copies of ID’s or Passports for owners of the Company as per Company Memorandum & Articles of association. f. Valid Tax clearance certificate dated 2024					<b><u>Mandatory</u></b> (Evidence of valid certificates)
Minimum 5 years of experience in carrying out construction from the date of registration as construction company – construction and/or rehabilitation works undertaken in different states of South Sudan;					<b><u>Mandatory</u></b> (Evidence of contracts including values)
Full time Civil engineer with a minimum of five (5) years construction experience and Bachelor’s Degree in civil engineering or relevant field experiences;					<b><u>Mandatory</u></b> (Evidence of employment contract and CV)
Minimum Annual turnover of USD 150,000 or similar amount in one of the last three years and minimum required capital/assets of USD 50,000;					<b><u>Mandatory</u></b> (Evidence of bank statements)
Experience in constructing any projects either with INGOs and/or UN agencies in South Sudan within last five years;					<b><u>Mandatory</u></b> (Evidence of recommendations)

Supporting documents					
Organization Org Chart and supporting CVs / Qualifications for key personnel;					<u>Mandatory</u>
Copy of Company Profile;					<u>Mandatory</u>
Staff Health and Workplace Safety policies and/or manuals etc;					<u>Mandatory</u>
Proof of ownership of key equipment, tools and trucks;					<u>Mandatory</u>
Last two years of financial statements through audit report.					<u>Mandatory</u>
At least 2-3 recommendations from past clients – preferably INGOs.					<u>Mandatory</u>

Company name and stamp: \_\_\_\_\_

To be filled in by the bid committee only	Eligible	Ineligible
Outcome of administrative eligibility check.		

## SECTION 2: Bid Data Sheet

### A. BACKGROUND DATA:

This bid is issued by RI and is open to bidders registered in South Sudan only. The purpose of this bid is to pre-qualify construction companies and contractors for the provision of construction service/material as listed here below:-

- Construction and rehabilitation services of major, medium and/or minor repairs;
- Supply and installation of water and sanitation facilities;
- Supply of construction materials and tools;

The pre-qualification process; will be, conducted in two phases:

**1. Phase I: Eligibility and qualification (current stage)** – this will be carried out once for the pre-qualification period.

A- To be considered eligible or admissible, construction companies must submit (if not provided or not valid your company will be rejected ):-

- o Valid Certificate of Company registration;
- o Valid Certificate of Chamber of commerce;
- o Valid Trading License;

- Valid Tax Clearance Certificate;

**B- To be considered as a prequalified company, you must in addition, submit:**

- Organization Chart and supporting CVs and qualifications;
- A Company Profile;
- Staff Health and Workplace Safety policies/ manuals/ etc;
- At least 3 copies of past contracts for past 5 years for the similar work/ Supplies including contracts' values;
- Proof of ownership of key equipment, trucks;
- Last two years of financial statements through audit report;
- Minimum 3 recommendations from past clients;

After the initial submission – and all your mandatory requirements are acceptable, henceforth, it will not be necessary to submit these documents again, for each time a priced bid is requested once your company is prequalified.

**C- Due diligence Processes:** Due diligence will happen to those shortlisted construction companies to verify their existence, liability, capacity, and capability. This exercise, RI will check those through;

- Reference checks and Site visits.

**2. Phase II: Priced bid and lead time (second stage)** – this will be carried out for each construction requirement and contract as is required;

- A- When an actual construction structure and project site is identified, and budget secured then only those companies that are pre-qualified will be invited to submit their competitive priced bids (offer) via an official RFQ or RFP;
- B- As each project site will be different in terms of scope/ location/ BoQ/ design/ etc. and the lead time will be evaluated per priced bid (RFQ/RFP);
- C- Each bidder will have approximately twelve (12) working days maximum to submit a priced bid (Offer) for each project;
- D- Bidders will be required to make bid bond guarantee for the call of / bidding process, and following that award, the winner will provide a performance bond guarantee;

Bidders must indicate both the location as well as category of works they are interested in participating in. The pre-qualification is limited to the categories selected.

**B. SCHEDULE & DEADLINE FOR SUBMISSION**

The deadline for submission of Expression of Interest is as follows. (**Remember, late submissions will not be accepted**)

Tentative program	Date*	Time**
Invitation to call for interest release;	March 7, 2024	9:00 a.m.
Meeting all interested contractors to respond to their clarifications at RI, Juba offices;	March 12, 2024	11:00 AM
Deadline for submission;	March 18, 2024	3:00 p.m.
Review of submitted documents by RI procurement committee;	March 19 <sup>th</sup> – 20 <sup>th</sup> 2024	TBC
Clarification with potential bidders;	March 22 <sup>nd</sup> 2024	TBC
Confirmation and communication to prequalified construction companies/contractors;	2 <sup>nd</sup> April 2024	TBC

Please note all dates are provisional dates and RI reserves the right to modify this schedule.

**MANNER OF SUBMISSION:**

Please submit your EOI in accordance with the requirements to the address detailed below. Complete **Call for interest documents; must be submitted in a single sealed envelope that** shall be hand delivered at the following address; not later than the due date indicated above.

Upon submission, the bidder and/or their representative must sign a bid-tracking sheet. Bids delivered by express couriers are, allowed, and will be, asked to sign on the bid-tracking sheet. The complete bid documents must be, **submitted by hand** in one-sealed envelopes that shall be hand delivered at the following address:-

- Location 1:** Relief International Juba Office, Tong Ping residential, Plot #104 Block 3 ,near ABC Progressive School/near Indian Embassy.
- Location 2:** Relief International Maban Office, -Doro,Maban County, Upper Nile State.

**C. EOI and Contract Award Acknowledge Certificate**

1. In compliance with the Instructions and Conditions for Invitation to Bid (Annex C), General Terms of Contract (Annex D), we the undersigned, offer to provide some or all of the

items or services quoted for, at the prices entered in the attached RI Bid Form, delivered to the destination specified therein.

2. We accept the terms and conditions set forth in the Terms and Conditions for Bid (Annex C) and the following requirements have been noted and will be complied with where applicable:

- a. That the freight cost if separate from the Unit price shall be shown separately, which shall be the basis for delivery for any contract resulting from this ITT.
- b. We confirm that for any offer made where the delivery destination is not as requested in the ITT, that RI reserves the right to disregard the offer.
- c. That conditional Bids cannot be accepted.
- d. That the currency of the Bid should be preferably in US Dollars.
- e. Show any discount being offered to RI (Annex C).
- f. RI reserves the right, at its own discretion:
  - To award a contract for a lesser or greater quantity than the total quantity Bid for.
  - To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder (see Annex C).
- g. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract.
- h. Any samples requested, either with the Bid, or at a later date, will be in accordance with the specifications of the required item(s). Failure to comply with this may result in the Bid not being considered.
- i. We confirm that the validity of this offer is for the calendar days reflected in Annex A and are from the date of the ITT closure.
- j. We agree to the terms and conditions set forth in the RI General Terms of Contract (Annex D)
- k. We certify that the below mentioned company has not engaged in corrupt,

fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.

- l. We agree to abide by the RI Child Protection Policy and Reporting of Misconduct.
3. We further certify that the below signed company:
- a. Is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  - b. Has not been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata;
  - c. Has not been guilty of grave professional misconduct proven by any means;
  - d. Has fulfilled its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or those of the country where the contract is to be performed;
  - e. Has not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity;
  - f. Has not, following another procurement procedure or grant award procedure, been declared to be in serious breach of contract for failure to comply with our contractual obligations.
4. We are submitting this ITT Bid in our own right. We confirm that we are not bidding for the same contract in any other form. We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorized to bind, and receive

instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance.

5. We are not in any of the situations excluding us from participating in contracts that are listed in the Terms and Conditions for Bid (Annex C). In the event that our Bid is successful, we undertake to provide the proof usual under the law of the country in which we are established that we do not fall into the exclusion situations listed. The date on the evidence or documents provided will be no earlier than 180 days before the deadline for submission of Bids and, in addition, we will provide a sworn statement that our situation has not altered in the period, which has elapsed since the evidence in question, was drawn up.

We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award will be considered null and void.

6. We will inform RI immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Donor.

7. We note that RI is not bound to proceed with this ITT and that it reserves the right to award only part of the contract. It will incur no liability towards RI should it do so.



## D. Terms and Conditions of EOI (and subsequent priced bids)

### 1. Submission of Bids

#### Bid Form

Bids must be submitted in a **hard and soft** copies of the attached Bid Form (Annex A), in a sealed envelope, addressed and delivered to the address in the cover page. Bids must be received before the indicated time and date as set forth in the cover page.

Bids submitted by email, fax, mail or courier are at the Bidders risk and RI takes no responsibility for the receipt of such Bids.

Bidders are solely responsible for ensuring that the full Bid is received by RI in accordance with the ITT requirements, prior to the specified date and time above. RI will consider only those portions of the Bids received prior to the closing date and time specified and that any Bids received after that time will not be considered.

### 2. Submission of Samples

If you are requested to submit samples of the items offered, then failure to do so may render your Bid invalid. Samples submitted should each be clearly marked with the same item number, which is used on the RI Bid Form (Annex A). Sample packaging must be clearly marked 'Samples' with the ITT number and the Bidder's name etc.

### 3. Completion of Bid Form

#### Prices Quoted

Offers of discount **other than** for prompt payment will be a consideration in award of contracts.

Where freight is quoted, it must be via a mode consistent with the temperature requirements of the goods.

#### Currency

The currency of the Bid should preferably be in USD. However, if other currencies are used they should be clearly indicated e.g. USD, etc.

#### Language

The Bid Form, all correspondence and documents related to the ITT exchanged by the Bidder and RI preferred to be in English.

#### Packaging

Packaging shall be of International shipping standard, strong quality, and suitable for shipment.

#### Origin, Quantities, Bids

If you are requested to submit the **country of origin** of the items bid for must be clearly stated. As far as possible Bids should be for the full RI, quantity required.

The Bid Form must be completed in all other respects when Bids for particular items are not submitted. This should be clearly indicated on the Bid Form i.e. a line drawn through those items not being Bid for. Explanations, which may be deemed necessary should be clearly set out and will be considered as an integral part of the Bid.

#### Presentation

Bids should be type written; if hand written they should be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations must be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. A completed duplicate of the Bid Form should be retained by the Bidder for record purposes. All documentation must be written in English. All Bids must be signed by a duly authorized representative of the Bidder.

#### Lots

If the ITT is divided into Lots then the Bidder may bid for one or all Lots. Each lot will form a separate contract and the quantities indicated for different Lots will be indivisible. The Bidder must offer the whole of the quantity or quantities indicated for each Lot. Bids for part of a Lot will not be considered.

If the Bidder is awarded more than one Lot, a single contract may be entered into covering all those Lots.

If the items have not been divided into Lots then Bids must be for the entirety of the quantities indicated.

#### Split Awards

RI reserves the right to split awards.

#### **4. Correspondence**

All communications from Bidders to RI relating to the EOI must be in writing and addressed to the email identified in the Cover Letter. Any request

for information should be received at least 5 days before the Closing Date, as defined in the Invitation to EOI. Responses to questions submitted by any Bidder will be circulated by RI to all Bidders to ensure fairness in the process.

#### **5. Prices**

Tendered prices must be shown as both inclusive of and exclusive of any Value Added Tax chargeable or any similar tax (if applicable).

#### **6. Validity Period**

Bids shall be valid for at least the minimum number of days specified in the ITT from the date of Bid closure. In the event that a Bidder is in a position to extend the validity of his offer for a limited period beyond the required minimum, this should be stated on the Bid Form. RI reserves the right to determine, at its sole discretion, the validity period in respect of Bids, which do not specify any such maximum or minimum limitation.

#### **7. Acceptance**

RI reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the ITT Closure.

#### **8. Award of Contracts**

This ITT does not commit RI to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any

bid submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by RI. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of RI and the successful Bidder.

RI may award contracts for part quantities or individual items. RI will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. RI reserves the right to cancel any ITT, to reject any or all Bids in whole or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future ITTs.

#### **9. Confidentiality**

This ITT or any part hereof, and all copies hereof must be returned to RI upon request. It is understood that this ITT is confidential and proprietary to RI, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to other without the prior written consent of RI, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the ITT, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this ITT.

#### **10. Collusive Bidding and Anti-Competitive Conduct**

Bidders and their employees, officers, advisers, agent or sub-contractors must not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- » The preparation of submission of Bids,
- » The clarification of Bids,
- » The conduct and content of negotiations,
- » Including final contract negotiations,

In respect of this ITT or procurement process, or any other procurement process being conducted by RI in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to RI, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

#### **11. Improper Assistance**

Bids that, in the sole opinion of RI, have been compiled:

- » With the assistance of current or former employees of RI, or current or former contractors of RI in violation of confidentially obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,

- » With the utilization of confidential and/or internal RI information not made available to the public or to the other Bidders,
- » In breach of an obligation of confidentiality to RI, or
- » Contrary to these terms and conditions for submission of a Bid, shall be excluded from further consideration.

Without limiting the operation of the above clause, a Bidder must not, in the absence of prior written approval from RI, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this ITT was an official, agent, servant, or employee of, or otherwise engaged by, RI and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this ITT relates.

### **12. Corrupt Practices**

All RI Bidders and Suppliers shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.

### **13. Conflict of Interest**

A Bidder must not, and must ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of RI and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any RI contract a conflict of interest arises, or appears likely to arise, the Bidder must notify RI immediately in writing, setting out all relevant details of the situation,

including those cases in which the interests of the Bidder conflict with the interests of RI, or cases in which any RI official, employee or person under contract with RI may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder must take steps as RI may reasonably require resolving or otherwise dealing with the conflict to the satisfaction of RI.

### **14. Withdrawal/Modification of Bids**

Requests to withdraw a Bid shall not be honored. If the selected Bidder withdraws its Bid, RI shall duly register the said Bid and shall evaluate it alongside all other received Bids. If the selected Bidder has furnished a Bid security, RI shall withhold such Bid security until the issue has been resolved.

Withdrawal of a Bid may result in your suspension or removal from the RI suppliers List.

A Bidder may modify its Bid prior to the ITT closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the ITT closure.

### **15. Late Bids**

All Bids received after the ITT closure will be rejected except if the delay is determined by RI to have been due to a valid reason. However, any bid received after the start of the Bid opening shall be rejected without exception.

### **16. Opening of the ITT**

The ITT will be opened by the RI Tender Opening Committee. This may or may not be deemed an open session with invitations to bidders.

At the tender opening, the Bidders' names, the Bid prices, written notifications of modification and withdrawal, the presence of the requisite Bid guarantee and such other information as RI may consider appropriate will be announced.

After the opening of the ITT, no information relating to the examination, clarification, evaluation and comparison of Bids, or recommendations concerning the award of the contract can be disclosed.

Any attempt by a Bidder to influence the Evaluation Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence RI in its decision concerning the award of the contract will result in the immediate rejection of the tender

## **17. Evaluation of Bids**

### Administrative Conformity

Bids will be checked to determine if they comply with the essential requirements of the ITT. A Bid is deemed to comply if it satisfies all the conditions, procedures and specifications in the ITT without substantially departing from or attaching restrictions with them. If a Bid does not comply with the ITT, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

### Technical Evaluation

The Evaluation Committee will rule on the technical admissibility of each Bid, classifying it as

technically compliant or non-compliant. The technical evaluation will be based on the information and documents annexed in the Bid concerning both the task to be carried out under the ITT, and the professional ability of the Bidder.

### Financial Evaluation

The Evaluation Committee will not necessarily choose on the basis of lowest price alone but will award a contract on the basis of criteria such as best value for money, price, quality, and compliance with international norms, delay for delivery and other criteria, as defined in the ITT. The experience of the Bidder in the performance of similar contracts may also be criterion for selection.

## **18. General Conditions of Contract**

All Bidders must acknowledge that the RI General Conditions of Contract for the Procurement of Goods, or Services, or Works, as applicable, are acceptable.

## **19. Cancellation of the ITT**

In the event of ITT cancellation, Bidders will be notified by RI. If the ITT is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders

The ITT may be cancelled in the following situations:

- » Where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
- » The economic or technical parameters of the project have been fundamentally altered;
- » Exceptional circumstances or force majeure render normal performance of the project impossible;

- » All technically compliant Bids exceed the financial resources available;
- » There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will RI be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation

of an ITT, even if RI has been advised of the possibility of damages. The publication of a procurement notice does not commit RI to implement the programme or project announced.

## E. GENERAL TERMS OF CONTRACT

1. **Insurance Coverage.** RI assumes no liability for accidents or injury to CONTRACTOR or their staff during the performance of work under this Contract. It is CONTRACTOR's obligation to make sure that it has the necessary comprehensive general liability, medical and evacuation insurances in place.
2. **Audit.** Contractor agrees to establish and maintain reasonable accounting measures that would enable RI to readily identify Contractor's assets, expenses, costs of goods, and use of funds. RI shall have the right, at its own expense, to audit and review any financial or operational information of Contractor, or any data collected from the field relating to the work performed. Additionally, Contractor may be subject to audit requirements by authorized representatives of the prime contractor or award agency relating to this agreement, under the control of RI
3. **Relationship of the Partners:** The signatory parties of the present Contract are independent organizations and are not agents of each other, joint ventures, or partners. Party is neither authorized nor empowered to act on behalf of the other with regard to any contract, warranty, or representation as to any matter. Each party will maintain sole and exclusive control of its own personnel and operations.
4. **Ownership of Work Product:** Ownership of all RI concepts, ideas, procedures and technologies that RI has either partially or fully developed prior to the effective date of this Contract shall be and remain the exclusive property of RI. Any documents, recordings, speeches, photographs, manuals, plans, program designs, proposals, research material, charts, maps, audiovisuals and other material or devices, articles or manuscripts or public relations material or any other products requested or required by RI as part of Contractor's job will remain completely as the exclusive property of RI.
5. **Supplies, Equipment, Material and Procurement.** All non-expendable equipment furnished or financed by RI shall remain the property of RI and shall be returned by Contractor to RI within thirty (30) days of the expiration or termination of the present Contract unless otherwise agreed upon between the Parties. Non-expendable equipment is defined as an item, which has a purchase price of US \$1,000 or more, or the equivalent in local currency at the official rate of exchange on the date of purchase.
6. **Delivery:** Contractor shall deliver the goods in accordance with the conditions of the Agreement. The goods shall be at the risk of the Contractor until their provisional acceptance. Delivery shall be deemed to have been made when there is written evidence available to both Parties that delivery of the supplies has taken place in accordance with the terms of the Agreement, the invoice(s) and all such documentation.
7. **Confidentiality and Non-disclosure:** Contractor agrees to keep confidential and not to disclose, without the prior written approval of RI's Country director, any information or data confidential to RI.
8. **Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** Contractor certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in



this Contract by any U.S. Government department or agency.

9. **Special Indemnification.** Contractor, at Contractor's own expense, shall defend, indemnify, and hold harmless RI, its licensees, consultants, and agents from any claim, demand, cause of action, and liability, including attorney's fees, to the extent Contractor acted intentionally or with gross negligence to infringe or violate the patent, copyright, license, or other proprietary right of a third party.
10. **General Indemnification:** Each party shall indemnify and save harmless the other party from and against any loss, expense, including attorney's fees, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, arising out of the activities being implemented under this Contract.
11. **Force Majeure:** Neither party shall be liable for a failure to carry out the activities under this Contract because of any unforeseeable event beyond its reasonable control and not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under the Contract (and which it has been unable to overcome by the exercise of due diligence).
12. **Governing Law:** The construction, validity, performance and effect of this Contract for Services shall be governed by the laws applicable to [Republic of SOUTH SUDAN] with regard to all purposes related to this Contract.
13. **Severability:** Each provision of this Contract is severable. If one provision is declared void, illegal or unenforceable, the remaining paragraphs shall retain their full force and effect.
14. **Termination:** Either of the signatory parties may terminate this Contract for cause at any time, in whole or in part, upon one week advance written notice to the other, whenever it is determined that the party has failed to comply with the terms and conditions of this Contract. The terminating party shall provide written explanation of the basis for its determination and subsequent actions to be taken by either party within 5 calendar days of its notification to terminate or suspend the Contract. The parties may also agree mutually to terminate this Contract at any time, in whole or in part, if both parties agree that the continuation of the Contract would not produce beneficial results. The terms of this Contract will remain in effect until the date of termination.
15. **Notwithstanding** any other provision in this Agreement, Contractor understands and agrees that RI has no obligation to provide Contractor with work or any minimum hours. This Contract for Services shall not be deemed terminated as a result of any lack of work. Termination or expiration of this Contract shall not affect Contractor's continuing obligation under Sections 8, 9, and 11 of this Contract relating respectively to ownership of work, confidentiality, non-disclosure and indemnification.
16. **Compliance with Laws:** In the course of performance hereunder, the parties shall comply with all South Sudan local, state and federal laws and regulations. Contractor is reminded that South Sudan. Executive order and U.S. law (including, without limitation, the USA Patriot Act) prohibit transactions





associated with terrorism. It is the legal responsibility of Contractor to ensure compliance with such executive order and law.

17. **Arbitration:** If any dispute in connection with this Contract for Services arises between the parties, and such dispute cannot be amicably resolved by the parties despite diligent efforts thereto, such claim or dispute shall be submitted to the [Republic of SOUTH SUDAN] specialized courts which are the only authority to refer to in case of any disagreement arises on the terms of Contract.
18. **Amendments:** The present Contract for Services may be amended or revised by mutual agreement as recorded by an exchange of letters between the parties. The amended or revised clauses shall become effective from the date of their adoption.
19. **Assignment/Sub-contracting:** Contractor shall not assign this Contract, in whole or in part, without the prior written consent of RI. With RI's written consent. Contractor may subcontract some or all of the services required under this Contract for Services.
20. **Terrorist Financing.** It is the responsibility of Contractor to ensure that no resources and support under this contract for services are provided to individuals, organizations or private companies associated with terrorism and terrorist activities.
21. **Authority & Binding Effect:** By his or her signature below, each signatory hereto represents and warrants that he or she is duly authorized to enter into this Contract on behalf of the party he or she purports to represent such that, upon execution and delivery, this Contract shall be a binding obligation of each party. This Contract shall be binding upon and inure to the benefit of each party's legal representatives, successors and permitted assigns.
22. **Requests for Full or Partial Award Reimbursement.** In the event either a full or partial reimbursement of award is required for non-performance or any other reason, please note that there are only three RI Officers authorized to request the reimbursement of funds on the organization's behalf. These are RI's President and CEO, RI's Chief Financial Officer, and RI's Chief Operating Officer. Should the sub-recipient receive a request to reimburse funds from any other person or source, please send a copy of the request and any relevant information to [iaia@ri.org](mailto:iaia@ri.org), and do not proceed with reimbursement if you have not received a request from one of the authorized representatives listed herein.
23. **Mandatory Principles** a). For the duration of the contract, the Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular and in accordance with the legal basic act concerned, tenderers who have been awarded contracts shall respect core labor standards as defined in the relevant International Labor Organization (ILO) conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labor; Elimination of forced and



compulsory labor; Abolition of child labor).  
b.) The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. c.) RI reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contractor fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with Relief International. d.) Relief International reserves the right to suspend or cancel the contract, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors,

irregularities or fraud are discovered after the award of the Contract, Relief International may refrain from concluding the Contract.

24. **Complete Contract:** This document constitutes the complete and exclusive Contract between the parties, superseding all representations, proposals or promises whether oral or written, and all other communications between the parties, relating to the subject of this Contract.
  
25. **Inconsistency between the English Version and Translations:** In the event of inconsistency between any terms of this Contract for Services and any translation into another language, the English language meaning shall control.

### SECTION 3: Expression of Interest & Declaration

#### 1. EXPRESSION OF INTEREST

We hereby apply to be considered for pre-qualification in the following categories/ locations:

#### Category of interest applied for

Please select all categories you wish to be invited to submit bids;

Category applied for:	Description	Yes	No	Remarks (if any)
Construction works	Of major, medium and minor repairs of different health facilities / structures;			
Rehabilitation works	Of any health facilities/structures;			
Supply and installation works	Of Water and sanitation materials;			

#### Geographical Areas of interest: -

Select, which areas of operation you are familiar with and wish to be prequalified for;

Location	Yes	No	Remarks (if any)
<b>In Maban;</b> Including Doro, Gentil (Batil), Kaya, and Gendarassa			
<b>In Renk;</b> Including , Gerger , Gerbana , Chumedi , Gelhak , Rumila. Jalhak, Halaka			
<b>In Melut;</b> Including Paloch, Pariak, Agordit, Wunamum, Galdora, Panomdit, New Paloch, Dingtoma			
<b>In Longechuk;</b> Including Mathinag Udier, Wutbier , Gelguk			
<b>In Ulang;</b> including Yomoding			
<b>In Nasir/Jikmir;</b> including, Nassir town ,Jekow , Keic Koun , Mandeng.			
<b>In Maiwut;</b> including Pagak			



**Experience of category applied for**

Note that you must provide proof in the way of signed purchase orders/ contracts/ completion certificates/ invoices/ etc. We will not consider values that do not have documentary evidence attached to the bid. Please do not repeat contracts/ values – if a contract falls into multiple categories please select the most relevant.

Category	Number of contracts for the last 5 years	Value of contracts (USD) for the last 5 years
Construction of major, medium and minor repairs of different health facilities/structures;		
Rehabilitation works for any health facilities/structures;		
Supply and installation of Water and sanitation materials and equipment;		




**Available workers and associated experience/ education:** Please provide the details of the key personnel that will be, assigned to these jobs – please limit this to;

- **Company Manager:** *(please provide copies of CV together with confirmations of employment, Educational certificates)*
- **Company Engineer:** *(please provide copies of CV together with confirmations of employment, Educational certificates)*
- **Site supervisor:** *(please provide copies of CV together with confirmations of employment, Educational certificates)*
- **Site foreman:** *(please provide copies of CV together with confirmations of employment, Educational certificates)*

#	Name	Role in project	Years of relevant experience	Highest educational attainment/ vocational certification
1				
2				
3				
4				
5				
6				
7				
8				



9				
10				

**References from past clients**

Please provide at least three (3) minimum recommendations and key contacts of INGOs/UN Agencies (preferably) that could provide RI with references about your company and performance:

**Reference 1: -**

Name	
Organization	
Designation	
Phone	
Email	

**Reference 2:**

Name	
Organization	
Designation	
Phone	
Email	

**Reference 3:**

Name	
Organization	
Designation	
Phone	
Email	



## 2. DECLARATION

We, the undersigned, confirm that we comply with all applicable laws and regulations, and meet the ethical standards as listed above or positively agree to these ethical standards and are willing to implement necessary changes in the organization. This Bid signed by our authentic representative and your written award of it shall constitute the formation of a binding contract between our Company and RI.

**We understand that you are not bound to accept the lowest or any bid received.**

Registered company name:	
Any associated companies (cross holding/ joint ownership/ shareholding/ etc.)	
Branch address 1 (if applicable)	
Branch address 2 (if applicable)	
Branch address 3 (if applicable)	
Name of Signatory:	Date of Signing:
Title of Signatory:	Name of Bidder:
Signature & stamp:	Tel N°:
	Email:
	Address:

Bank name (to be used for this contract)	
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Account number	
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**The Selection Criteria:**

Among others, RI will apply the following criteria in selecting and prequalifying potential contractors to be considered for any of her construction activities within South Sudan (Areas of Operations).

Technical criteria / category ( Lot)	Score out of 100 %	Technical specification/evaluation area	Score breakdown
Construction of major, medium and minor repairs of different health facilities/structures;	60%	Demonstrate at least <b>5 years'</b> experience in undertaking construction works for health facilities building especially health facilities preferably with either UN Agencies and/or INGOs in South Sudan	20%
		Has physical business existence in the targeted areas ( <b>Proof of completed construction works and/or local authority recommendation</b> )	5%
		Proof of being a registered or an agent of a known/reputable Construction company in South Sudan or outside the country;	10%
		Proof of ownership or ability to hire construction equipment, tools and trucks) <b>share the ownership of evidences;</b>	5%
		Proof of number of contract for construction services undertaken in South Sudan and more so in Upper Nile;	20%
	40%	Proof of financial capacity (e.g. bank or any other financial statement for the last 3 years.	25%
		Value of contract for past 5 years with contractual evidences;	15%
	Selection Criteria Category	Score out of 100 %	Technical specification/evaluation area
Rehabilitation works for any health facilities/structures	60%	Demonstrate at least <b>5 years'</b> experience in undertaking Rehabilitation works for health facilities building especially health facilities preferably with either UN Agencies and/or INGOs in South Sudan;	20%

		Proof of being a Registered or an agent of a known/reputable construction company in South Sudan;	10%
		Has physical business existence in the targeted areas ( <a href="#">Proof of completed Rehabilitation works and/or local authority recommendation</a> );	10%
		Proof of number of contract for similar rehabilitation works for the past 5 years;	20%
	40%	Proof of financial capacity (e.g. bank or any other financial statement for the last 3 years);	20%
		Value of contract for past 5 years with contractual evidences;	20%
Selection Criteria Category	Score out of 100 %	Technical specification/evaluation area	Score breakdown
Supply and installation of Water and sanitation materials	60%	Demonstrate at least <b>5 years'</b> experience in supply and installation of water and sanitation materials and equipment preferably with either UN Agencies and/or INGOs in South Sudan;	20%
		Evidence of past work in the supply and installation of water and sanitation materials and equipment in the past 5 years;	5%
		Demonstrate availability of personnel with technical expertise in water and sanitation supervision and management – CV and contracts;	10%
		Proof of technical personnel (water and sanitation engineer etc) with the company / contractor workforce;	15%
		Proof of No of contract for similar services , preferably with UN agencies and INGOs;	10%
	40%	Proof of financial capacity to supply (e.g. bank or any other financial statement for the last 3 years);	30%
		Value of contract for past 5 years with contractual evidences;	10%