



NATIONAL REVENUE AUTHORITY
Republic of South Sudan
Commissioner for Corporate Service

June 23, 2023

To: **Managing Director,**
Imperial Capital Limited,
2nd Floor, Aginy Building,
Hai Malakal, Juba, South Sudan.

Sub: Contract Award Notice for the Provision of Cleaning Services to NRA New Building

This communication is in reference to your tender for the Provision of Cleaning Services at NRA New Building which you submitted on May 29, 2023.

The evaluation committee has submitted its report to this office and I am pleased to notify you that, the National Revenue Authority (NRA) has awarded Cleaning Services for the new building to M/S Imperial Capital Limited.

The details of scope of work will be spelled out in the contract document. As we write the contract, don't hesitate to contact our Deputy Commissioner for Procurement and Logistics, Mr. William Makur Panyon on +211922233375 or william.makur@nra.gov.ss in case of any queries.

I look forward for your acceptance for this offer.

Best Regards,


Dr. Daniel Kon Ater, PhD
Ag. Commissioner for Corporate Services,

CC: Legal Advisors,
Deputy Commissioner for Procurement and Logistics.



Noted

4/7/2023



THE REPUBLIC OF SOUTH SUDAN
NATIONAL REVENUE AUTHORITY
Directorate of the Legal Administration
Legal Advisor's Office
Juba



Subject: **CONTRACT FOR CLEANING SERVICES**
BETWEEN
THE GOVERNMENT OF SOUTH SUDAN (NATIONAL REVENUE
AUTHORITY)
AND
IMPERIAL CAPITAL LTD

This contract is made this 5th day of July, 2023 A.D by and between the Government of South Sudan (National Revenue Authority) hereinafter referred to as the “Client” for the purpose of this contract on the one part, represented by **Dr. Daniel Kon Ater Ph.D**, the Acting Commissioner for Corporate Service who is duly authorized vide the authorization letter dated 14th February, 2022 to sign this contract on behalf of NRA

And

Imperial Capital Ltd

A corporation incorporated pursuant to the laws of South Sudan, vide registration certificate No. 28926 dated 27th Nov. 2017 renewed on 27th Nov. 2022 with its address: 2nd Floor Aginy Building, Hai Malakal, Juba, South Sudan represented by Company Director, **Mrs. Mary Nyanluak A. Deng** vide authorization letter from the company numbered REF: IMCAP/BOD/RES/2023-04-01 dated 13th April, 2023 hereinafter referred to as the “Contractor” for the purpose of this contract on the other part.

WHEREAS the Client has requested the Contractor to provide the cleaning services to the NRA new building hereinafter referred to as “Services”. And

WHEREAS the Contractor has accepted and represented to the Client that it have professional skills, personals and technical resources to provide the services.

NOW, THEREFORE, the two parties have hereto agreed to the terms and conditions Set forth in this contract as follows:

1. Contractual Document

- This contract agreement
- Letter of request for drafting of this contract dated 18th June, 2023
- Contractor's registration certificate no. 28926 dated 27th Nov. 2017 renewed on 27th Nov. 2022



- d) Authorization letter from the company numbered REF: IMCAP/BOD/RES/2023-04-01 dated 13th April, 2023
- e) The Bill of Quantity is attached
- f) Tax Identification Certificate No. 100384620
- g) Tax Clearance Certificate No. 00058520 dated 22nd May, 2023
- h) Operation Licence dated 17th May, 2023
- i) Membership Certificate of Commerce, Industry and Agriculture numbered 036244 dated 23rd June, 2023
- j) Contract award notice dated 23rd June, 2023
- k) Bidding Evaluation Report

2. INTERPRETATION OF THE DOCUMENTS

The documents mentioned herein under Article (1) above shall be construed, interpreted and considered as integral part and partial to this contract.

3. VALUE OF THIS CONTRACT AND MODE OF PAYMENT

- a) The two parties have agreed that the value of the contract to be paid monthly shall be **7,206 USD (only seven thousand two hundred six United States Dollars)**. Therefore the total amount to be paid for the whole year by the client to the Service provider is **7,206 X 12 = 86,472 USD (only eighty six thousand four hundred seventy two United States Dollars)**.
- b) The two parties have also agreed that payment shall be made monthly by the Client after the company delivered the services.

4. PERIOD OF THIS CONTRACT

The two parties to this contract have agreed that the period for the contract shall be one year (12 months) commencing on 1st July, 2023 up to 30th June, 2024 and renewal shall be agreed upon by the two parties subject to satisfactory performance.

5. OBLIGATIONS OF THE CLIENT

- a) The Client undertakes to pay the Contractor the total cost of services delivered by the contractor in accordance with Article (3) (b) of this contract.
- b) The Client undertakes to withhold the withholding tax levied on the government contract at the rate of twenty percent (20%) of the payment at the time of payment to the Service provider as stipulated under section 94 (5) of Taxation Act, 2009 as amended 2016.

6. OBLIGATIONS OF THE CONTRACTOR

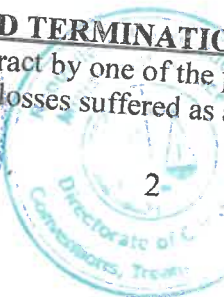
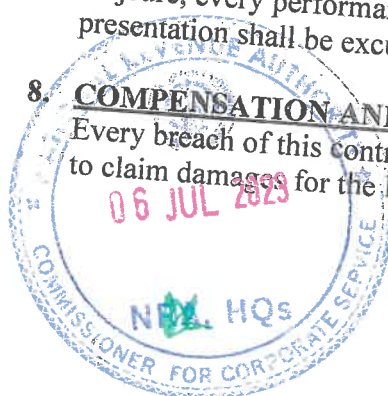
- a) The Contractor undertakes to deliver the services to the Client in accordance with the quotation standard of services herein attached to this contract.

7. FORCE MAJEURE

If performance by the parties to this contract is made impossible by a force majeure, every performance by that party for a period equal to the period of the presentation shall be excused.

8. COMPENSATION AND TERMINATION OF TERMS OF CONTRACT

Every breach of this contract by one of the parties gives the injured party the right to claim damages for the losses suffered as a result of such breach.



[Handwritten signature]

9. GOVERNING LAWS

This contract agreement shall be governed by and construed in accordance with laws of the Republic of South Sudan.

10. DISPUTES RESOLUTION

- a) All disputes arising out of or in connection to this contractual service shall first be resolve amicably by the parties.
- b) Failure to reach an amicable solution, then the dispute shall be referred to an arbitration by the Ministry of Justice, Government of South Sudan
- c) Each party shall appoint his/her arbitrator and the umpire shall be appointed by the agreement of the two arbitrators;
- d) In case the arbitrators fail to appoint an umpire then he or she shall be appointed by the Minister of Justice, Government of South Sudan;
- e) The decision of the arbitration shall be final and binding on the parties;
- f) The city of Juba shall be the venue;
- g) The fees of the Arbitrators shall be equally shared by the parties.

In witness hereof the parties to this contract have hereunto affixed their respective signatures of their duly authorized representatives as an indication of acceptance of this contract in the presence of the witnesses hereunder:

Signatures of the Parties

On behalf of NRA (Client)

Sign.....
Name: Dr. Daniel Kon Ater Ph.D
Title: Ag/ Comm. for Corporate Service
Passport No. R00449886
Date of Issue: 04/04/2018
Place of Issue: Juba
Date:.....

On behalf of the Contractor

Sign.....
Name: Miss. Mary Nyaluak A. Deng
Title: Director
NC No. 000338803
Date of Issue: 04/02/2014
Place of Issue: Juba
Date: 06/07/23

Witnesses

Sign.....
Name: Mr. William Makur Panyon Akech
Title: D/ Comm. for Procurement & Logistics
NC No. 000067610
Date of Issue: 19/06/2012
Place of Issue: Juba
Date:.....

For/ Sign.....
Name: Miss. Okuye Ifere Berndette
Title: Director
NC No. 000060214
Date of Issue: 07/06/2012
Place of Issue: Juba
Date: 06/07/23.





REPUBLIC OF SOUTH SUDAN
National Revenue Authority (NRA)

Tender Notice

- 1) The Government of the Republic of South Sudan has set aside funds for the operations of the National Revenue Authority (NRA) for the Fiscal Year 2022/2023. It is intended that part of the proceeds of these funds will be used to cover eligible payments under contracts for the below specified Tenders.
- 2) The Commissioner General of NRA now invites sealed Tenders from interested and eligible suppliers/service providers as follows:

No	Tender Ref. Number	Item Description	Closing date
1.	NRA/VEH/JUB/001/2023	Supply of Motor Vehicles for NRA	29/05/2023
2.	NRA/INS-S/JUB/001/2023	Provision of Insurance Services for Motor Vehicles/Fleet for NRA	29/05/2023
3.	NRA/CLN-S/JUB/001/2023	Provision of cleaning services for NRA	29/05/2023

- 3) This procurement process will be conducted in accordance with the Public Procurement and Assets Disposal Act. 2018.
- 4) Interested and eligible Tenders should meet the following minimum requirements:
 - i. Must be a registered company in South Sudan;
 - ii. Must have a valid Tax Clearance Certificate issued by NRA;
 - iii. Must have a valid Operation License from the Central Equatoria State Government, and
 - iv. Must have any other relevant license/permit such as Import License, where applicable.
- 5) Interested eligible Tenderers may obtain further information by requesting the same via email through to tenders@nra.org with copy to william.makur@nra.gov.ss referring Tender Ref. Number on the subject line.
- 6) A complete set of Tendering Documents in English and additional sets may be purchased through depositing SSP 100,000 per set at NRA Operation Account No. 2011211311662 at Equity Bank and submitting the original bank pay-in-slip at the Procurement and Logistics Office at NRA Headquarters, Jebel Area in Juba during working hours.
- 7) All Tenders in ONE original plus TWO Copies of the original Tender, properly filled in, enclosed in a sealed plain envelope clearly indicating the Tender Ref. Number must be delivered to the address specified in (6) above at or before 11am on Monday 29th May 2023.
- 8) Tenders will thereafter be opened, in public and in the presence of Tenderers' representatives who choose to attend the Tender Opening Ceremony to be held at NRA Headquarters in the NRA Meeting Hall immediately after the deadline for submission.
- 9) Late Tenders, electronic Tenders, Tenders not received, Tenders not opened and not read out in public at the Tender Opening Ceremony shall not be accepted for evaluation irrespective of the circumstances.

The National Revenue Authority reserves the right to accept or reject any Tender and is not bound to give reason for its decision.

.....
William Makur PANYON,
Deputy Commissioner for Procurement and Logistics

