



INVITATION TO TENDER
Security Guards Services 2022 to 2024

FINANCED BY
GENERAL DONATIONS

Dear Sir/Madam

Tender ref.: **CW/SUD/KHT/291707/2022/04 SG**

SUBJECT: INVITATION TO TENDER FOR SECURITY GUARDS SERVICES FOR 2022 TO 2024.

Further to your enquiry regarding the publication of the above-mentioned Invitation to Tender, please find enclosed the following documents, which constitute the tender dossier:

- A. Instructions to Tenderers (See appendix 1)**
- B. Concern’s Terms and Conditions (See appendix 2)**
- C. Supplier Prequalification form (See appendix 3)**
- D. Tenderer’s Relevant Experience (See appendix 4)**
- E. Tenderers Declaration (See appendix 6)**
- F. Concern Safeguarding Policies (See appendix 7) [Ref: Service or Works contracts]**

We look forward to receiving your tender on or before **29th May 2022 AT 1400Hrs (GMT +2)** at the address specified in the tender dossier.

Your tender bid must include the following documentation so please use the list below as a ‘Checklist’ before submitting your tender to Concern.

No	Description	Checklist
1	Supplier Pre-qualification Form- Completed	Appendix 3
2	Tenderer’s Relevant Experience Form – (Essential)	Appendix 4
3	Technical Financial proposal– Dated, Signed & Stamped- (Essential)	Appendix 5
4	Tenderer’s Declaration – Dates, Signed & Stamped (Essential)	Appendix 6
5	Company Certificate of Business Registration (Essential)	
6	Company Tax Clearance Certificate 2020 & 2021 (Essential)	
7	Valid Operating license (Essential)	
8	Copies Audited Books of Account and Bank Statement for 2020 and 2021	
9	Copies of relevant contract in service provision of a similar nature in the last three years (attach copies of relevant contracts, etc.)	
10	Copy of three wage slips (Manager, Supervisor and Security guard man)	
11	List of equipment (Used for the guards on a day to day basis)	
12	List of personnel including Management Personnel Certified in Security Management and their CV and company profile.	
13	Owners/Managers National ID or Passport	

Additional Documentation

- *Code of Conduct and Associated Policies (Appendix 8)*
- *Concern Anti –fraud and Whistleblowing Policy (Appendix 9)*

Offers must be submitted in sealed envelopes, marked “not to be opened before “**29th May 2022 AT 1430Hrs (GMT +2)**” and should bear the tender reference specified above on the outside of the envelope for identification purposes.

Yours sincerely,

Paula Connolly, Systems Director.

Appendix 1 Instructions To Tenderer



Tender Reference:

CW/SUD/KHT/291707/2022/04 SG

Introduction to Concern

Concern Worldwide is a non-governmental, international, humanitarian agency that was founded in 1968. The organisation is devoted to the relief, assistance and advancement of people in greatest need in less developed areas of the world. Concern Worldwide's vision is a world where people no longer live in extreme poverty, fear or oppression; a world where every person has access to a decent standard of living and the opportunities and choices basic to enjoying a long, healthy and creative life; a world where every person is treated with dignity and respect; a world where there is peace and solidarity among people. The organisation's headquarters are in Dublin, Ireland.

Concerns policy is to work in countries in the bottom 40 as per the Human Development Index (HDI), though emergency interventions may take place in countries outside this group of countries.

Service to be provided

Concern Worldwide procures goods and services on a regular basis throughout the year, as programme demands dictate. We are now searching for a supplier to provide Services of a Security guard for the year 2022 to 2024. Concern Worldwide is seeking to establish a fixed contract through an Formal Open Local Tender process.

1. Closing Date & Time of Tenders

The closing time and Date for the Tender is **29th May 2022 AT 1400Hrs (GMT +2)**

2. Submission of Tenders

Tenderers **MUST** submit their bids in a sealed envelope indicating the tender reference number **"CW/SUD/KHT/291707/2022/04 SG"** and the text not to be opened before **Sunday 29th May 2022 AT 1430Hrs** The Name, Address or Stamp of the tenderer **MUST NOT** be stated on the sealed envelope.

All tenders can be submitted in the following ways

- By hand delivery/postage/courier to Concern Khartoum office. The address for the Head Office in Sudan is **Concern Worldwide Sudan, Khartoum East, Khartoum-2, Street- 37, Plot- 25, Khartoum, Sudan**
- By email to tender.sudan@concern.net Please put the tender reference into the Subject Line. If the tender is being sent using more than one email then please mark the order of the email sent and the number of emails into the Subject Line e.g. Email 3 of 5 with the Reference No.

Tenders, which are not received by closing date will be treated as late tenders and will be disqualified and will not be included in the evaluation. Proof of posting will not be accepted as proof of delivery. If the envelope is not sealed and not marked as instructed above the bid will also be disqualified and will not be included in the evaluation. All information must be perfectly legible.

Concern Sudan working hours are Sunday to Thursday, 7.30am to 3.30pm. Tenders shall ONLY be accepted during normal official business hours. Please note that the Concern office will not be open during public holidays.

3. Timetable for provision

	Details	Date
1	Tender Advert	8 th May 2022
2	Closing Date for Clarifications	11 th May 2022
3	Closing Date for Receipt of Tenders	29 th May 2022
4	Tender Opening Location	Concern Khartoum Officer
5	Tender Opening Date and Time	29 th May 2022 at 1430Hours (GMT +2)

4. Language of Offers

All bids should be received in English. The contract as well as all correspondences and documents relating to this tender exchanged by the tenderer and Concern, shall be written in English unless specified otherwise in the tender documents.

5. Period of validity of offers

All bids must be valid for a minimum of **60** days from the tender submission deadline date.

6. Currency

All financial proposals to be sent in USD. The successful bidder must issue all invoices in the agreed currency for the duration of the Fixed Contract. Concern will pay the supplier in SDG at the buy rate of the Bank of Khartoum on the date of payment of the invoice or in USD accordingly.

7. Type of contract

A fixed contract will be signed with the successful bidders for 2 years. The contract will have a fixed rate/quantity for the service provision during the specific period upon signature.

8. *Content of tenders*

All tender submissions must be submitted in a sealed envelope with the following content:

S/No	Description
1	Supplier Pre-qualification Form- Completed Appendix 3
2	Tenderer's Relevant Experience Form – (Essential) Appendix 4
3	Technical Financial proposal– Dated, Signed & Stamped- (Essential) Appendix 5
4	Tenderer's Declaration – Dates, Signed & Stamped (Essential) Appendix 6
5	Company Certificate of Business Registration (Essential)
6	Company Tax Clearance Certificate 2020 & 2021 (Essential)
7	Valid Operating license (Essential)
8	Copies Audited Books of Account and Bank Statement for 2020 and 2021
9	Copies of relevant contract in service provision of a similar nature in the last three years (attach copies of relevant contracts, etc.)
10	Copy of three wage slips (Manager, Supervisor and Security guard man)
11	List of equipment (Used for the guards on a day to day basis)
12	List of personnel including Management Personnel Certified in Security Management and their CV and company profile.
13	Owners/Managers National ID or Passport

9. Essential Criteria

All tenderers bids must comply with the following criteria:

- Must have proven experience providing and delivering similar supplies.
- Must deliver the whole tender pack prior to the deadline of submission.
- Must meet with the technical specification of the Minimum Technical Specifications.

10. Opening of tenders

The opening of tenders will take place on **29th May 2022 at 14:30 Hrs (GMT +2)** in Concern's Office in 37 Street, Khartoum. This is an open session and tenderers are invited to attend the opening session.

11. Evaluation of tenders

All valid bids will be evaluated by an Evaluation Committee of Concern Sudan who will assess the bids based on administrative, technical (samples review) and financial evaluation, using the information provided in your submission. Concern do not consider the financial offer to be the most important factor. Technical compliance and previous experience is equally important.

Concern reserves the right to visit and inspect quality and confirm availability of the physical office presence of the service provider, as part of the evaluation process.

The Tender Evaluation Committee will evaluate and compare the bids in the following manner.

Admin Evaluation; to determine substantially responsive bids i.e. documents are properly signed, stamped and dated, ensure that all documents requested are present and are valid. Only tender submissions which pass this Evaluation will progress to the Technical Evaluation stage.

Technical Evaluation (70%): the Evaluation Committee will determine for each bid if the technical aspects of the bids conform and are acceptable. This will include sample inspection, reference checks and/or visits to the supplier's premises to check presence of office and equipment. Only tenders submissions which pass the Technical Evaluation stage will progress to Financial Evaluation stage.

Financial Evaluation (30%)

Financial Evaluation will be carried out based on the financial offers and Lead Time of the tenderers. The financial offer must include any discounts for the award or other price modifications offered by tenderers. **It is Concern's standard policy NOT to negotiate on financial offers with tenderers. Therefore, all financial offers should reflect the best and final offer tenderers are willing to offer.**

The Evaluation Committee will recommend the award of the contract to the bidder(s) whose bid has been determined to be substantially responsive, administratively and technically acceptable. Concern Worldwide Sudan is not bound to accept the lowest, or any, Tender. No commitment of any kind, contractual or otherwise will exist unless and until a formal contract has been executed by Concern Worldwide Sudan.

12. Clarification & Queries

Any clarification, queries or additional information relating to the tender dossier required by potential tenderers should be sent to the following email address tender.sudan@concern.net. Please quote the following in the subject line "**CW/SUD/KHT/291707/2022/04-SG**".

Please Note: Requests for clarification can be requested no later than: **24th May 2022 by 14hours**

Any clarification given to one tenderer will also be communicated to all other tenderers regardless of whether they requested the information or not.

13. Cancellation of the tender procedure

Concern Worldwide reserve the right to cancel the tender procedure should there be:

- Non-receipt of a minimum quality number of bids
- The costs exceeding budgetary limits
- Concern no longer require Security Guard services.

14. Appeals Process

Should a bidder or potential bidder for the tender have any issue which they feel requires appealing they should contact the Country Director at the following email address: - musha.akm@concern.netc quoting tender reference number “**CW/SUD/KHT/291707/2022/04 SG**”.

15. Data protection

Concern guarantees that all procurement activities are fully and transparently documented for internal or donor audit purposes. Concern guarantees confidentiality of the procurement process.

16. Donor

Concern receive funding from a variety of donors who may contribute to this provision for programme activities. These include but not limited to: ECHO, EU, DFID, Irish Aid, OFDA/USAID, SHF & UN Agencies.

Appendix 2 Concerns Terms and Conditions

**PROCUREMENT TERMS AND CONDITIONS**

Unless the context indicates otherwise, the term “Buyer” refers to Concern Worldwide. 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/service agreement, whichever is in place.

GENERAL TERMS AND CONDITIONS

1) Price: The prices stated on the order shall be held firm for the period and / or quantity unless specifically stated otherwise

2) Source of Instructions: The Supplier shall not seek nor accept instructions from any source external to Concern Worldwide in relation to the performance of the contract.

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) 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.

5) Confidentiality : All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Supplier under the contract shall be the property of Concern Worldwide and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Buyer upon request.

5.1) The Supplier may not communicate at any time to any other person, government or authority external to Concern Worldwide, any information that has been compiled through association with Concern Worldwide which has not been made public except with written authorisation from the Buyer. These obligations do not lapse upon termination of the contract.

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 Concern Worldwide in connection with its business or otherwise.

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.

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.

8.1) 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.

8.2) If the Supplier is permanently rendered incapable in whole or part by reason 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.

9) Cancellation: The Buyer reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the Executive Council of Concern Worldwide and/or lack of funding. In such a case the Supplier shall be reimbursed by Concern Worldwide for all reasonable costs incurred by the Supplier, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

9.1) 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.

10) Warranty: The Supplier shall provide the Buyer with all manufacturers' warranties. The supplier warrants that all goods supplied in relation to the contract meets specification, is defect free and is fit for the purpose of 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.

11) Inspection and Test: The Supplier must inspect the goods prior to dispatch to ensure conformance to specification 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 Buyers' 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.

12) Changes: The Buyer reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination, or delivery instruction. 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.

13) Export Licence: If an export licence or licences are required for the goods, the Supplier has the responsibility to obtain that licence or licences.

14) Payment Terms: Unless otherwise agreed, payment terms will be net 30 days from receipt of a correctly prepared invoice.

15) Ethics: The Conduct to which Concern expects all of its suppliers to respect is as follows;

- Suppliers must adhere to International Labour Organisation (ILO) labour conventions, particularly international labour standards, social protection and work opportunities for all.
- Employment is freely chosen.
- The rights of staff to freedom of association and to collective bargaining are respected.
- Working conditions are safe and hygienic.
- No exploitation of children is tolerated.
- Wages paid are adequate to cover the cost of a reasonable living.
- Working hours are not excessive.
- No discrimination is practiced.
- Regular employment is provided.
- No harsh or inhumane treatment of staff is tolerated.

- Local labour laws are complied with.
- Social rights are respected

Additionally, by acceptance by a supplier, service provider or contractor of a Concern supply, service or works contract, they understand and agree to abide by the terms of the Concern safeguarding policies (Programme Participant Protection Policy, Child Safeguarding Policy and Anti-Trafficking in Persons Policy).

15.1) 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:

- Waste Management.
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability

16) Rights of Concern Worldwide: 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:

- 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.
- Refuse to accept all or part of the goods.
- Terminate the contract.

16.1) The contract will be terminated in the event of corrupt, fraudulent, collusive and/or coercive practices and the European Community will be informed where such practices may affect their financial interests.

17) Rights of access for test purposes: Concern Worldwide is contractually obliged to facilitate certain donor's direct access to suppliers for test purposes. This obligation is extended to all Concern suppliers. (ECHO Ref: FPA, Annex III)

18) 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.

Appendix 3 Supplier Pre-qualification Form



To be completed by tenderer:

1. Business Profile

Name of Company:	
Physical Address	
Physical Address of where supplies or services can be inspected:	
Telephone Number:	
Email, if applicable:	
Contact Name, Title, Telephone Number	
Type of business (plc/limited company/partnership etc)	
Years in operation:	
Provide information on any relationships that you have with Concern staff? – Friends/family/ business partners etc.	

2. Bank Details:

Bank Name:	
Bank Address:	

Bank Account Name:	
Bank Account Number:	
How long has this Account been open?	

3. Payment Terms:

Orders accepted on signing contract?	
Outline Payment terms. Do you accept these terms?	
Preferred payment method: cheque/electronic payment.	

4. Employee Information

Number of Employees:	
What is the average pay for your staff for one day's work:	
What is the minimum pay for your staff for one day's work:	
What is the average number of hours that your employees work per week:	
Do you provide monthly pay slips to employee?	

5. Generic information:

Are you certified by Relevant Ministry to provide Security services?	
What is the highest relevant qualification held by any of your staff?	
Where is your office located in Khartoum and in other areas in Khartoum?	

6. Security Service provision

Have you previously provided Security Services to other INGOs or UN agencies?	
What is your works schedule policy, if there are problems?	
Where is your operation areas in Sudan	

Appendix 4 Tenderers Relevant Experience



Tender Reference:

"CW/SUD/KHT/291707/2022/04 SG"

Please complete the table below using the format to summarise the major relevant supplies/services carried out in the course of the past 3 years by the tenderer. The number of references to be provided must not exceed 15 for the entire tender. Provide evidence where possible.

NGO/Company Name	Contact Details in NGO/Co.	Country	Total Contract Value	Dates	Description of Contract	Related Services Provided

Appendix 6 Tenderer's Declaration



Tender Reference:

CW/SUD/KHT/291707/2022/04 SG

In response to your letter of invitation to tender for the Supply of **Security guard services 2022 to 2024** we, the undersigned, hereby declare that:

- 1 We have examined and accept in full the content of the dossier for invitation to tender (Including Concern's Programme Participant Protection Policy, Child Safeguarding Policy, Anti – Trafficking Policy and Anti Fraud & Whistleblowing Policy) No. **"CW/SUD/KHT/291707/2022/04 SG for Provision of Security guards services 2022 to 2024.** We..... (Name of Company/Bidder) hereby accept its provisions in their entirety, without reservation or restriction.
- 2 We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:
- 3 The price of our tender excluding spare parts and consumables etc, if applicable is:
- 4 We will grant a discount of [%], or [.....] [in the event of our being awarded the offer.
- 5 This tender is valid for a period of **60** days from the final date for submission of tenders.
- 6 If our tender is accepted, we undertake to provide a performance guarantee as required by the instructions to tenderers. (If required)
- 7 We will inform Concern immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts of the contracting authority.
- 8 We note that Concern is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract.
- 9 We agree to adhere to all of the terms and conditions of the contracting authority as provided in the tender dossier.
- 10 We confirm that we are not engaged in any corrupt, fraudulent, collusive or coercive practices and acknowledge that if evidence contrary to this exists, Concern reserves the right to terminate the contract with immediate effect.
- 11 We are not bankrupt or being wound up, are having our affairs administered by the courts, have not entered into an arrangement with creditors, have not suspended business activities, are not the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations
- 12 We have not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata
- 13 We have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify

- 14 We have fulfilled 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 we are established or with those of the country of the contracting authority or those of the country where the contract is to be performed
- 15 We have 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 detrimental to the European Communities financial interests
- 16 We are not currently subject to an administrative penalty referred to in Article 96(1) of the European Commission Financial Regulation
- 17 We are not subject to a conflict of interest in accordance with Article 94(a) of the European Commission Financial Regulation
- 18 We confirm that we have read and understand the Concern Code of Conduct and associated policies (Programme Participant Protection Policy, Child Safeguarding Policy and Anti-Trafficking in Persons Policy) and agree to abide by the terms of these policies in all of our activities under any Concern supply, service or works contract.
- 19 Additionally we commit to abide by the points listed below;
 - Employment is freely chosen.
 - The rights of staff to freedom of association and to collective bargaining are respected.
 - Working conditions are safe and hygienic.
 - No exploitation of children is tolerated.
 - Wages paid are adequate to cover the cost of a reasonable living.
 - Working hours are not excessive.
 - No discrimination is practiced.
 - Regular employment is provided.
 - No harsh or inhumane treatment of staff is tolerated.
 - Local labour laws are complied with.
 - Social rights are respected
 - Additionally, we confirm that we have read and understand the Concern Code of Conduct and associated policies (Programme Participant Protection Policy, Child Safeguarding Policy and Anti-Trafficking in Persons Policy) and agree to abide by the terms of these policies in all of their activities under a Concern supply or service contract

19a 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:

- Waste Management.
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability

Name and function:

Date:

Signature:

Yours faithfully

Name and first name: <[.....]>

Title: <.....>

Duly authorised to sign this tender on behalf of:

<.....>

Place and date: <.....>]

Stamp of the firm/company: