

ALIGHT SUDAN COUNTRY PROGRAM
INVITATION TO TENDER SUPPLY NFI KITS

TENDER REFERENCE NUMBER: ALIGHT/NS/ITT/001

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1. ABOUT ALIGHT:

Alight (Formerly known as American Refugee Committee) is an international humanitarian agency providing health care and clean water, shelter, protection, and economic opportunity to more than 3.5 million people in 17 countries each year. Alight sees and helps every person make meaningful change in the world – from displaced and marginalized communities in Africa, Asia and the Americas.

OUR PURPOSE

Alight exist to inspire and unleash the abundance in every person. We're becoming an organization that sees possibility instead of scarcity, that provides services truly worthy of human beings instead of just 'good enough.' From the people we serve to the people who serve alongside us, our purpose is to unlock limitless potential, together. That's when abundance happens.

WHAT WE DO

We build a meaningful life for and with the displaced. When we find people displaced from their homes, countries, or lives, our instinct may be to focus only on their basic needs. And that is essential. But it's also not a life. A life is filled with joy, dignity, connection, and purpose. And that's what we aim to build.

We are an open family of organizations that works closely with refugees, trafficked persons, and economic migrants, to co-design solutions that help them build full and fulfilling lives – lives that are Alight. For more information, please log in to <https://wearealight.org/>

2. TENDER TIMELINE:

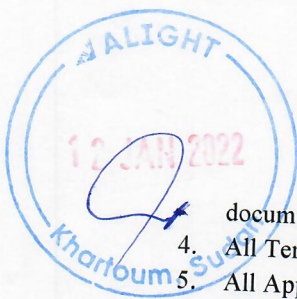
Activity	Date
Invitation to Tender	January 12, 2022
Last day to Collect bid document	January 20, 2022
Last day of submission of Bids	January 26, 2022
Opening of tenders	January 27, 2022
Tender Review Committee	January 27 to January 31, 2022
Bid clarifications as required	
Award Contract and "Go-Live" with Supplier	February 20, 2022
Deadline of deliver in requird distnation	February 20, 2022

3. BACKGROUND FOR THIS TENDER

Alight, registered international humanitarian organization in Sudan working with communities since 2004 has received funding for implementing WASH projects in different part of Sudan. Hence, Alight is seeking bids from potential suppliers proven experience for Supply NFI Kits at Nyala – South Darfur . Alight invites applications from qualified Supplier as described and summarized in this tender document, and in accordance with BOQs, specification, timeline, procedures & conditions presented herein. ALIGHT reserves the right to vary the quantity of materials spe cified in the Tender Package without any changes in unit price or other terms and condition and accept or reject any or part of the submitted offers.

4. INSTRUCTIONS TO BIDDERS

1. Participation is open on equal conditions to all qualified entities specialized in the field.
2. By submitting a tender, the Bidder accepts in full the conditions of this tender, waiving his/her own conditions of sale.
3. Please read carefully all instructions and conditions. Please ensure that all relevant information and



- documentation is provided on time as failure to do so may result in rejection of your bid.
4. All Tender Documents must be completed in full, incomplete applications will be disqualified.
 5. All Applicants will receive identical documents: No applicant should add, omit, or change any item, term or condition in original papers.
 6. If Applicants have any additional request and conditions, this shall be stipulated in a separate letter accompanying the bid.
 7. Each applicant should submit one bid only
 8. Each bid shall be valid for the period of 90-days from its date of submission.
 9. Bids shall be made in writing calculated in SDG only and clearly stated on the appropriate forms.
 10. All prices must include all taxes, compulsory payments, levies and duties, including Sales Tax (if applicable).
 11. The price schedule must include all information requested,
 12. ALIGHT International is not liable for any damage to the applicant person or property in the event that something should occur. ALIGHT International strongly recommends that all applicants take extra precaution when visiting/delivering supplies to a project site and get their supplies insured if possible.
 13. Suppliers should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the vendor.
 14. This Tender does not obligate ALIGHT to execute a contract nor does it commit ALIGHT to pay any costs incurred in the preparation and submission of proposals. Furthermore, ALIGHT reserves the right to reject any and all proposals without assigning any reason whatsoever.

5. SUBMISSION OF TENDERS

Tender package available from: January 12 , 2022	Tender package pick up location: ALIGHT office in Khartoum: Alryaid Block 8,, House 129 Aljazar street,. OR can be received by email request: <u>sudantenders@Alightrelief.org</u>
Deadline for submission: January 26 , 2022	For Physical submissions: Full bidding documents with attachment in sealed envelope to ALIGHT offices in Khartoum Alryaid Block 8,, House 129 Aljazar street,. Note: Envelopes or emails should be marked ALT/NS/ITT/001

5.1 Bid Submission Instruction: The documents must be filled and returned to the office listed above in a **SEALED envelope on or before 26 January , 2021**. The envelope should be clearly marked with the precise reference of the invitation to which it is in a response and the name of the applicant. Tenders delivered after the specified time will not be accepted.

5.2 Bid Opening: The bids will be opened and reviewed in the presence of the Tender Committee of ALIGHT International. The applicant's name, the bid prices, the total amount of the bid, any discounts and such other information that the Committee may consider appropriate will be announced and registered in the minutes.



6. BID CRITERIA & EVALUATION:

6.1 Specific Eligibility Criteria:

Eligibility criteria must be met, and the corresponding supporting documents listed below under "Tender Submittals" **must** be submitted with offers. Vendors who do not submit these documents may be **Disqualified** from any further technical or financial evaluation.

Eligibility/Mandatory Criteria:

- Evidence of registration in Sudan – **Certificate of Business Registration.**
- **Tax Identification Number (TIN)/Value Added Tax (VAT) Registration Certificate**, whichever is applicable.
- **Tax Clearance Certificate** for past Fiscal Year.
- **Completed Tender Documents, Bidders Response Form & Bill of Quantities (BoQ)**
- **Compliance to Alight Policies** – Signed copy of Alights' Child Safeguarding, Anti-Corruption, IAPG Guidelines for Suppliers, and Conflict of Interest policies.

6.2 Bid Evaluation Criteria:

- a. **Technical Evaluation 30%:** The offers will first be evaluated on technical merits. The technical evaluation assesses the capacity of the company based on submitted technical documents. Relevant experience in similar projects, Technical Manpower & Equipment's and adherence to specifications, Bill of Quantities and complete submission of tender documents.
- b. **Financial Evaluation 60%:** The financial evaluation subject to the Technical evaluation is based on the cost of assignment given in the tender.
- c. **Other Evaluations 10%:** After ranking companies according to financial and technical criteria, the Tender Committee may take into account other criteria, including, but not limited to record of past performance, integrity, samples and community rapport, when assigning companies to the designated short list.

When analyzing the Bids, ALIGHT will consider the following documents

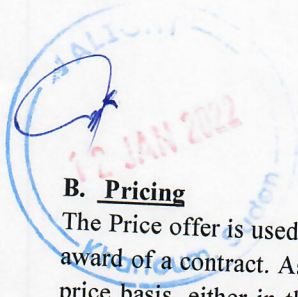
- Company Profile
- References from previous work projects (including contact information)
- Relevant Work Experience (Past 3 years' experience, please attach copy of past contracts or Work Completion certificates issued by clients)
- Delivery terms/Delivery schedule
- Last 3 (Three) years audit reports/financial statements
- Financial offer provided.
- Validity of the offer

7. INFORMATION REQUIRED

Please provide information requested in section. All Sections below must be completed and included in the Bid. Vendors can either utilize the response documents contained in this tender package to submit their offer or they can submit an offer in their own format as long as it contains all the required documents and information specified by this tender. The original proposal shall be signed by the vendor or a person or persons duly authorized to bind the vendor to the contract. All Financial offer pages of the proposal shall be initialed by the person or persons signing the proposal and stamped with the company seal.

A. Specification of items

Please read carefully the technical specifications, unit and quantities being offered for guidance in bidding.



B. Pricing

The Price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. As a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, either in the form of a total fixed price or a per-unit/deliverable fixed price. Vendors must show unit prices, quantities, and total price, as displayed in the Price Offer Sheet or BoQ in Section 12.

All items must be clearly labeled and included in the total offered price.

1. Currency: the offers should be submitted in SDG, Sudanese Pound.
2. Any VAT and customs duties (if applicable) must be included in the prices quoted and clearly indicated;
3. Any discount offered to ALIGHT must be clearly indicated as a percentage of the overall cost.
4. Prices should be including all the necessary charges including labour, transportation, materials or any other charges whatsoever.

C. Lead Time and Delivery Details

1. Please provide a detailed proposed **delivery lead-time/Work Schedule**. This information will be contained in the contract with the successful bidders.
2. The tools, materials or equipment used during this supply of these tools must be free from objectionable matter and any substances that would represent a hazard to health.

D. Due Diligence

Upon completion of both the technical and financial evaluations ALIGHT may choose to engage in additional due diligence processes with a supplier(s). The purpose of these processes is to ensure that ALIGHT engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):

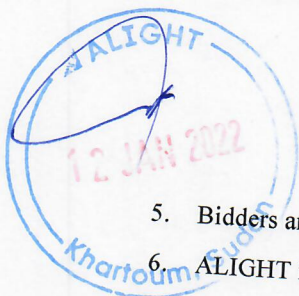
- System of Award Management (SAM) check.
- Reference Checks, past relevant experience.
- Supplier's facility visits
- Analysis of audited financial statements
- Determination of relations and affiliations between offerors
- Other appropriate documented method giving ALIGHT increased confidence in the supplier's ability to perform.

8. PAYMENT TERMS

1. Must have recognized bank account (ALIGHT will make all payments in bank through bank transfers).
2. Payment will be made by bank transfer within two weeks from receipt of invoice by ALIGHT of the delivery, documentation and an associated invoice, in accordance with the contract and delivery lead-time.
3. **Payment Term can be**
 - i. No Advance Payment
 - ii. Full payment on completion of works

9. CONDITIONS OF THE TENDER

1. ALIGHT is not bound to accept the lowest offer or any offer.
2. Submit both financial and Technical proposals in separate envelopes.
3. ALIGHT reserves the right to select and deal with any Bidder(s) necessary to provide ALIGHT with the best value for money.
4. This request for tender is not a contract or an offer into a contract, but a request for a quotation for the products indicated in this document.



5. Bidders are bound by their offer for a period of three months from the date of submission.
6. ALIGHT is not responsible for any costs associated with preparing the tender response.
7. ALIGHT reserves the right to alter the dates of the timetable.
8. Canvassing of ALIGHT staff in relation to this tender will result in disqualification of that Bidder.
9. ALIGHT will inform each Bidder of the outcome of the selection as it relates to their specific submission.
10. ALIGHT does not do business with companies or individuals that are public offenders as per the following criteria:
 - They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are 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;
 - They have been convicted of an offence concerning their professional conduct by a judgement that has the force of res judicata;
 - They have been guilty of grave professional misconduct proven by any means that the contracting authority can justify;
 - They have not 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 they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
 - They have been the subject of a judgement that has the force of res judicator for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
 - Following another procurement procedure or grant award procedure, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

If you submit an offer based on this request, it shall constitute a guarantee that neither your company nor any affiliate or a subsidiary controlled by your company or yourself is in breach of any of the above provisions.

In addition to the ineligibility criteria applied by ALIGHT, negotiation with potential vendors may be severed at any stage during a procurement process if it is found that they are subject to a conflict of interest or are guilty of misrepresentation in supplying the information required by ALIGHT as a condition of participation in the contract procedure, or fail to supply all of the information requested

Queries regarding this tender must be addressed in writing to the following email address:
sudantenders@arcrelief.org.

10. BIDDER'S SIGNATURE.

I have read and understood this document

Signed.....

Date.....

Position:

Name:

Company/ Organization:

Contact Telephone.....

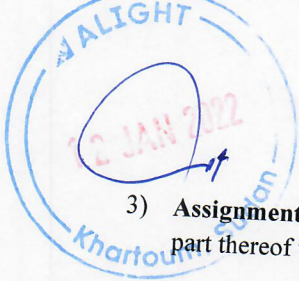
ALIGHT

PURCHASING TERMS AND CONDITIONS

Unless the context indicates otherwise, the term "Buyer" refers to Alight. The term "Supplier/contractor" 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 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/contractor shall not seek nor accept instructions from any source external to Alight in relation to the performance of the contract.



- 3) **Assignment:** The Supplier/contractor 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/contractor 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 Alight (buyer) 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/contractor may not communicate at any time to any other person, government or authority external to Alight, any information that has been compiled through association with Alight which has not been made public except with written authorization 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/contractor shall not advertise nor make public the fact that it is or it is not supplying goods or services to the Buyer, nor shall the Supplier in any way whatsoever use the name or emblem of Alight in connection with its business or otherwise.
- 7) **Observance of Law:** The Supplier/contractor 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/contractor must inform the Buyer of the full particulars in writing. If the Supplier/contractor 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/contractor 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 Alight and/or lack of funding. In such a case the Supplier/contractor shall be reimbursed by Alight for all reasonable costs incurred by the Supplier/contractor, 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/contractor 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/contractor 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) **Loss and Indemnity:** The Supplier/contractor shall compensate the Buyer in full on demand for all loss, damage or injury to the Buyer which results from the Suppliers failure to comply with the Contract (whether negligent or otherwise).
- 12) **Insurance:** If it is feasible, the Supplier/contractor shall be at all times fully insured with a reputable insurer against all insurable liability under the Contract.



- 13) **Inspection and Test:** The Supplier/contractor 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.
- 14) **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 5 days from being notified of any change.
- 15) **Export License:** If an export license or licenses are required for the goods, the Supplier has the responsibility to obtain that license or licenses.
- 16) **Payment Terms:** Unless otherwise agreed, payment terms will be 14 working days from the receipt of goods and invoice.
- 17) **Ethics:** The nature of Alight operations necessitates that the Supplier must maintain ethical and moral standards including but not limited to, no discrimination on the basis of race, gender, religion or age, avoidance of materials/services provided with the use of slavery including child labor. Failure to maintain such standards, in the opinion of the buyer, may result in termination of the business relationship between the Buyer and Supplier. Alight is a signatory to and supporter of the Concern Worldwide Supplier Code of Conduct policy, which the Supplier must comply with.
- 18) **Rights of Alight:** Should the Supplier/contractor 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/services 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/services.
 - Terminate the contract.
- 19) **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.
- 20) **Severability:** If any provision in this Agreement is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable law, such provision will be deemed amended to conform to applicable law so as to become valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired or affected in any way.
- 21) **Jurisdiction Clause:** The Contract shall be governed by South Sudan law and the Supplier consents to the exclusive jurisdiction of the South Sudan courts in all matters regarding it except to the extent that the Buyer invokes the jurisdiction of the courts of any other country.
- 22) **Waivers and Variations:**
- 22.1 A failure to exercise or delay in exercising a right or remedy provided by the Contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by the Contract or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.



22.2 No variation of the Contract shall be effective unless it is made in writing and signed by each of the parties.

23) Service of Notices:

23.1 Any notice given under the Contract shall be in writing and may be served: Personally; By any other means which any party specifies by notice to the others.

23.2 Each party's address for the service of notice shall be at their registered address or such other address as specified by notice to the others.

23.3 A notice shall be deemed to have been served: If it was served in person, at the time of service; If it was sent by email, 24 hours after it was sent and By any other means which any party specifies by notice to the others.

Alight Ethical Purchasing Policy

Alight seeks to purchase goods and services which:

- Are produced and delivered under conditions that do not involve the abuse or exploitation of any persons.
- Have the least negative impact on the environment.
- Regarding the required Code of Conduct for Suppliers, this is summarized as follows:
- 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.
- Wages paid are adequate to cover the cost of a reasonable living.
- Working hours are not excessive.
- No discrimination is practiced.
- No harsh or inhumane treatment of staff is allowed.
- Staff or workers of contractor shall not claim employment with Alight by virtue of this contract.