



INVITATION TO TENDER

SUPPLY AND DELIVERY OF SHELTER KITS

TENDER DOSSIER

FINANCED BY
SUDAN HUMANITARIAN FUND

Letter Of Invitation To Tender



Tender Reference:	CW/SUD/KHT/0290995/SHELTER 454 Kits/01/2022
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Dear Sir/Madam

INVITATION TO TENDER FOR SUPPLY & DELIVERY OF 454 Shelter Kits

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:

1. Tender Dossier

- **Instructions to Tenderers (Appendix 1)**
- **Concern's Terms and Conditions (Appendix 2)**
- **Supplier Pre-qualification Form (Appendix 3)**
- **Tenderer's Relevant Experience (Appendix 4)**
- **Financial Bid (Appendix 5)**
- **Tenderer's Declaration (Appendix 6)**
- **Technical Specifications (Appendix 7)**

2. Additional Documentation

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

We look forward to receiving your tender on or before **3:00 pm on 23rd January 2022** 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.

Description	Checklist
Supplier Pre-qualification Form Appendix 3	
Tenderer's Relevant Experience Form – (Essential) Appendix 4	
Financial Offer – Dated, Signed & Stamped (Essential) Appendix 5	
Tenderer's Declaration – Dated, Signed & Stamped (Essential) Appendix 6	
Company Certificate of Business Registration (Essential)	
Company Tax Clearance Certificate 2019 & 2020 (Essential)	
Photographs of the Items quoted (Optional)	
Product Catalogues for the items quoted (optional)	

Offers must be submitted in a sealed envelopes, marked “not to be opened before **1000 (GMT +2), on 24th January 2022**, and should bear the tender reference “**CW/SUD/KHT/0290995/SHELTER 454 Kits/01/2022**” on the outside of the envelope for identification purposes. See “Instruction to Tenderers” for more details.

Yours sincerely

Molley Akeyo

Appendix 1 Instructions To Tenderer

**Tender Reference:****CW/SUD/KHT/0290995/SHELTER 454 Kits/01/2022****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 Supply and Deliver Motorised Water Pumps. 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 **1500 (GMT +2) on 24th January 2022.**

2. Submission of Tenders

Tenderers **MUST** submit their bids in a sealed envelope indicating the tender reference number "**CW/SUD/KHT/0290995/SHELTER 454 Kits/01/2022**" and the text not to be opened before Thursday **13th January 2022.** 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	11 th January 2022
2	Closing Date for Clarifications	17 th January 2022
3	Closing Date for Receipt of Tenders	23 rd January 2022
4	Tender Opening Location	Khartoum
5	Tender Opening Date and Time	24 th January 2022 at 1000

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 can be in SDG or 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.

7. Type of contract

A fixed contract will be signed with the successful bidders. The contract will have a fixed quantity or goods to be delivered in a specific period upon signature.

8. Content of tenders

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

Description	
Supplier Pre-qualification Form	Appendix 3
Tenderer's Relevant Experience Form – (Essential)	Appendix 4
Financial Offer – Dated, Signed & Stamped (Essential)	Appendix 5
Tenderer's Declaration – Dates, Signed & Stamped (Essential)	Appendix 6
Company Certificate of Business Registration (Essential)	
Company Tax Clearance Certificate 2019 & 2020 (Essential)	
Photographs of the Items quoted (Optional)	
Product Catalogues for the items quoted (Optional)	

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.
- Shortlisted bidders will be issued a 2 days' notice to submit samples of the shelter kit items. The samples will be reviewed as part of the technical evaluation criteria. Failure to submit samples will automatically lead to disqualification.
- All items must be quoted for and must be available for sample inspection and/ or any site visits.

10. Opening of tenders

The opening of tenders will take place on Monday 24th January **2022 @ 1000 (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 stocks samples, 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 the items quoted. All items quoted **MUST** be available on the day of the visit which will be undertaken at a random time and day. 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/0290995/SHELTER 454 Kits/01/2022.** Please Note: Requests for clarification can be requested no later than: 17th January 2022.

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 Shelter Kits.

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.net quoting tender reference number **"CW/SUD/KHT/0290995/SHELTER 454 Kits/01/2022.**

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:	

5. Generic information:

Where do you source your products?	
What is the highest relevant qualification held by any of your staff?	
Have you included proof that you supply genuine items:	
Do you have a service centre?	

6. Shelter Kit

Have you previously supplied Shelter Kit to other INGOs or UN agencies ?	
What is your return policy after Shelter Kit delivery, if there are problems?	

7. Product Information

Delivery terms & timeline:	
Transport Cost	

Appendix 6 Tenderer's Declaration



Tender Reference:	CW/SUD/KHT/0290995/SHELTER 454 Kits/01/2022
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In response to your letter of invitation to tender for the Supply of **Shelter Kit** materials 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/0290995/SHELTER 454 Kits/01/2022 SUPPLY AND DELIVERY OF Shelter Kit.** 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 This tender is valid for a period of **60** days from the final date for submission of tenders.
- 4 If our tender is accepted, we undertake to provide a performance guarantee as required by the instructions to tenderers. (If required)
- 5 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.
- 6 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.
- 7 We agree to adhere to all of the terms and conditions of the contracting authority as provided in the tender dossier.
- 8 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.
- 9 The Code of Conduct to which Concern expects all of its suppliers to respect is as per the points listed below and we confirm that we adhere to this code.
 - 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

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

Yours Faithfully,

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

Title: <.....>

Duly authorised to sign this tender on behalf of:

<.....>

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

Stamp of the firm/company: