|  |  |  |  |
| --- | --- | --- | --- |
| **Buyer Name: DT Global Sudan (TEPS)** | **Ship To Name: El Fasher, North Darfur** | **Vendor Name:** | **Business Size:** |
| Telephone: +249 916677799 - 0900901437Email: procurements@aisudan.com Location: 114 Block 21, Riyadh, P.O. Box 77052, 11123, Khartoum, Sudan | Attention: Mohamed Gido Address: El Fasher, Nort Darfur City/State/Zip: El Fasher, North DarfurTelephone: +249900920276 | Attention:Address:City/State/Zip:Telephone:Fax:Email: |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Issue Date:** | March 22, 2023  |  | **Required Delivery Date** |  | **Commercial Item:** | [ ]  Yes | [x]  No |
| **Quote Due Date:** | April 12, 2023 |  | 10 days after award of contract  |  | **Payment Terms:** | NET 30  |
| **Quote Valid Until:** | 60 days after receipt  |  |  | **Freight on Board (FOB):** | [ ]  Origin | [x]  Destination |

**Supply and installation of Irrigation system for Darfur Youth Cooperative Farm (see Table 1: Bill of Quantities) below.**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Offeror’s Name, Title, Signature, Stamp (if available) Date

**Instructions to Offerors:**

* **Submission Deadline:** Final submissions will be due no later than April 12, 2023; **9:00 AM** Sudan time submitted to Procuremnets@aisudan.com.
* **Question & Answers**: Questions regarding the RFQ # - Title shall be submitted to Procuremnets@aisudan.com no later than **March 29, 2023 9:00 AM Sudan time**. Answers to questions will be distributed via email to all interested parties within 24 hours of the deadline (by no later than **March 30, 2023, 9:00 AM Sudan time)**.

DT Global will not respond to questions pertaining to this RFQ over the phone. DT Global will not in any way assist Offerors in preparing their bids nor reimburse any bid preparation costs incurred by the Offeror.

**Mandatory Submission Requirements:**

1. Valid Business Registration Certificate
2. Copy of Contracts for the past five (5) years, together with a letter of recommendation for similar works undertaken in X country.
3. Demonstrates five (5) years’ relevant experience undertaking similar activities in Sudan
4. NDAA Section 889 Representation Form. DT Global reserves the right to disqualify any offeror using covered materials. See Annex A.

This request for quote does not constitute an order. Buyer will not pay offer preparation costs. Buyer may accept other than the lowest priced offer based on trade-offs between cost and quality or to further its socioeconomic programs. Buyer reserves the right to reject offers (a) received after the date and time specified, (b) not responsive to the solicitation, (c) with unbalanced line item pricing, or (d) from vendors restricted from doing business with the U.S. Government.

Notwithstanding the terms of this Request for Quote/Proposal, offeror acknowledges that DT Global reserves the right to reject any or all Quotes/Proposals for whatever reason DT Global determines, in its sole discretion, to be in its best interests.  Offeror further acknowledges that DT Global may for whatever reason waive any or all formalities and terms of this Request for Quote/Proposal and that nothing in the terms of this Request for Quote/Proposal shall give rise to any claim or cause of action, including without limitation any claim for breach of implied-in-fact contract to treat Quotes/Proposals in accordance with the terms herein.

* Material Safety Data Sheets (MSDS) are required with quote.
* No substitutes or From Fit and Function alternative part numbers will be accepted.
* Product or Service is in support of a Government Contract.
* Shipping – Package items for shipment in accordance with the International Air Transport Association (IATA) regulations.
* Freight MUST be priced Separately

(1) Please provide the applicable U.S. Department of State International Traffic in Arms Regulations (ITAR) United States Munition List (USML) classification category or the U.S. Dept. of Commerce Export Administration Regulations (EAR).

(2) Export Controls Classification (ECCN) for your product.

(3) Additionally, please provide the National Stock Number (NSN) of the products requested, if applicable.

The following apply to this Request for Quote:

[ ]  DPAS Rated Order:

[ ]  Buy American Act

[ ]  Buy American—Free Trade Agreements—Israeli Trade Act

[ ]  Trade Agreements Act

[ ]  Preference for Certain Domestic Commodities—Berry Amendment

[ ]  Restriction on Acquisition of Hand or Measuring Tools—Berry Amendment [ ]  Tax Exempt as provided

[ ]  Prime Contract Flow Downs as provided in Mandatory Flow Downs

Terms and Conditions:

 [ ]  Terms and Conditions

 [ ]  Terms and Conditions—Commercial

Representations and Certifications:

 [ ]  Vendor Business Registration/Representations and Certifications—Non-Commercial

 [ ]  Vendor Business Registration/Representations and Certifications—Commercial

 [ ]  Indirect and Non-Government Vendor Business Registration

 [ ]  Supplemental Certifications

Wage Determination:

 [ ]  Service Contract Act as provided [ ]  Davis Bacon Act as provided

**Background:**

DT Global is currently implementing the USAID-funded Toward Enduring Peace in Sudan (TEPS) project to support Sudan’s transition to an increasingly peaceful, democratic, and resilient country for all.

**Description of Scope:**

This activity builds the capacity of youth through economic empowerment towards their effective participation in the Sudan's Democracy transitional process. It is an agricultural project that supports youth peace farms and combats unemployment through use of fertile and non-independent agricultural lands. The project also provides local economic products in times of scarcity, using modern agricultural techniques with the participation of young male and female graduates in conjunction with the host community. To implement the project, the group is in need of an irrigation system to prepare the land for the provision of local certified improved seeds and organic fertilizers, and training opportunities on modern agricultural techniques, civic education, and project management, which helps the financial independence of youth.

The project will supply and install an irrigation for the youth farm located in the Sagalnaam area of Darfur (**see Annex 2 and Table 1: Bill of Quantities below**). The detailed specifications and coordinates of the farm can be found below (**Table 1 & Annex 2**).

**Source/Nationality/Manufacture**:

All goods and services offered in response to this RFQ or supplied under any resulting award must meet USAID Geographic **Code 937** in accordance with the United States Code of Federal Regulations (CFR), [22 CFR §228](http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf). The cooperating country for this RFQ is Sudan.

Offerors may not offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following **prohibited countries: Cuba, Iran, North Korea, and Syria.**

**Evaluation and Award of Proposals:**

The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets the submission requirements, and meets or exceeds the minimum required technical specifications. This procurement will be evaluated based on a lowest-price, technically acceptable basis.

The relative importance of each individual criterion is indicated by the number of points below:

* Technical approach including methodology and work schedule
* Capabilities and experience including registration and in country presence and knowledge of Sudan
* Past performance and reference list. Contractors should provide four projects of similar types

**Specifications Requirements:**

* *Offerors are requested to provide quotations containing the information below on official letterhead or official quotation format. In the event this is not possible, offerors may complete this table and submit a signed/stamped version to TEPS.*

Table 1: Bill of Quantities (BoQ)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Bill No. 1.1** **Floppy Sprinkler (Overheat) 20 Acers** | **Description**  | **Unit**  | **Qty /****Acres** | **Unit Price (USD)**  | **Total Cost (USD)** |
| **A** | **Floppy Sprinkler (Overheat)** |
| A.1 | Supply Floppy Sprinkler for irrigation systemتوريد مرشات | Feddan  | 21 |  |  |
| A.2 | مواد هيكل النظامSupply materials for System structure  | Feddan  | 21 |  |  |
| A.3 | توريد مواد شبكة المياه الارضية والمعلقةSupply Ground and suspended water network materials | Feddan  | 21 |  |  |
| A.4 | ترحيل المواد الى المشروع (الموقع)Transportation cost of materials to the project site | Feddan  | 21 |  |  |
| A.5 | تكلفة خدمة تركيب النظامSystem installation service | Feddan  | 21 |  |  |
| **Total of Bill 1.1 Floppy Sprinkler (Overheat) (20) Acres** |   |

**Terms & Conditions**

* Delivery time (after signature of contract): 10 calendar days
* Payment terms: NET 30
* Retention terms: 5 months
* Insurance coverage to all activities: N/A
* Quality of items provided according to DT Global standards

**Award of Contract:**

* DT Global avail itself the right to add/deduct 30% of the RFQ scope of the work.
* Upon supplier’s acceptance of and signature of DT Global contract/PO for goods, after accepting DT Global General Terms and Conditions, and upon Submission of Performance Guarantee Certificate contractor will be obliged to all conditions including risk mitigation majors and liquidating of damage.
* Partial bids per job are not accepted.

**Delivery Instructions:**

|  |  |
| --- | --- |
| Delivery Term [INCOTERMS 2010] *(Pls. link this to price schedule)* |  N/A |
| Exact Address of Delivery/Installation Location | Supply and Installation of Irrigation System for Darfur Youth Farm as stated in the Bills of Quantities included to this RFQ, North, Darfur  |
| Mode of Transport Preferred | Up to the contractor to decide so long as delivery date is met |
| Delivery Date | **10 days after award of contract**  |
| Customs, if needed, clearing shall be done by: | [x]  Supplier |
| Exemptions of Customs | [x]  DT Global |
| Inspection upon delivery | ☒ DT Global shall inspect the construction milestones at the project site.☒ If the construction fails to meet the contract specifications, the Contractor shall take immediate steps to fix the defective work at its own cost to the specified specification. |
| Installation Requirements | [x]  The Supplier shall carry out installation in accordance with specifications /BoQs provided and further make sure that supervision of installation of equipment is appropriately conducted to ensure quality of the installation meets the specified specifications;[x]  DT Global shall not be responsible for any costs and other needs of the contractor staff, i.e. accommodation, food, transportation and travel, fuel, insurance, daily allowance and expenses, etc. (if any). The Supplier shall include such and related costs (salary and overhead) costs into the bid price. |
| Technical Support Requirements | Yes, by supplier |
| Packing and Labeling Requirements | N/A |
| Conditions for Release of Payment | [x]  Written Acceptance of Completion Report based on full compliance with RFQ requirements |
| After-sale services required | [x]  Warranty on Parts and Labor for minimum period 3 months, including 10% retention payment |
| All documentations, including catalogs, instructions and operating manuals, shall be in this language  | [x]  English  |

**ANNEX 1**

**REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

**(a) Prohibitions.**

Section 889(a) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the U.S. Government and any of its contractors and subcontractors from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**(b) Definitions:**

*Covered foreign country* means The People’s Republic of China.

*Covered telecommunications equipment or services* means telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)

*Critical technology* means defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) For reasons relating to regional stability or surreptitious listening; Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(**c) Representation.**After conducting a reasonable inquirySubcontractor represents that it [ ] will or [ ] will not provide covered telecommunications equipment or services to DT Global in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

**(d) Disclosures.**If the Subcontractor has responded affirmatively to the representation in paragraph (c) of this clause, the Subcontractor shall provide the following additional information to DT Global:

(1) List of all covered telecommunications equipment and services offered or provided (Entity name, brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

**(e) Reporting requirement.**

(1) In the event the Subcontractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Subcontractor is notified of such by a subcontractor at any tier or by any other source, the Subcontractor shall report the information in paragraph (d)(2) of this clause to DT Global.

(2) The Subcontractor shall report the following information pursuant to paragraph (d)(1) of this clause

                (i) Immediately upon such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

                (ii) Within 5 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Subcontractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

**(f) 2nd Tier Subcontracts.** The Subcontractor shall insert the substance of this clause, including this paragraph (f), in all 2nd Tier subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

***(g)  SAM Verification.*** The Subcontractor shall regularly review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) to identify entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title/Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ANNEX 2**

**Coordinates of Darfur Youth Farm**

