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| **Tender Reference:** | **CWW/SUD/191573/2020** |
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COMPLETE TENDER DOSSIER

FOR

SUPPLY & TRANSPORTATION OF AIR CONDITIONERS

Contents:

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**3. Associated Policies to Concern’s Code of Conduct**

**4. Concern Anti –fraud and Whistleblowing Policy**

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| 1. **Letter Of Invitation To Tender** |



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| **Tender Reference:** | **CWW/SUD/191573/2020** |

Dear Sir/Madam,

**SUBJECT: INVITATION TO TENDER FOR OF AIR CONDITIONERS**

Further to your enquiry regarding the publication of the above-mentioned Invitation to **Tender for Supply & Transportation of Air Conditioners**, please find enclosed the following documents, which constitute the tender dossier:

***1a. Instructions To Tenderer***

***1b. Technical Evaluation Form***

**1c. *Tenderer’s Relevant Experience***

***1d. Tenderer’s Financial Bid***

***1e. Tenderer’s Declaration***

***2. Concern World Purchasing Terms and Conditions***

***3. Associated Policies to Concern’s Code of Conduct***

***4. Concern Anti –fraud and Whistleblowing Policy***

We look forward to receiving your tender on or before **Thursday 19th November 2020, at 2:30 p.m** 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** |
| 1. **Completed Technical Evaluation Form** |  |
| 1. **Completed Tenderer’s Relevant Experience Form** |  |
| 1. **Completed, Signed & Stamped Financial Offer** |  |
| 1. **Company Certificate of Business Registration.** |  |
| 1. **Company Tax Registration Certificate** |  |
| 1. **Signed Tenderer’s Declaration** |  |
| 1. **Company Profile** |  |

Offers must be submitted in sealed envelopes, marked “not to be opened before **Thursday 19th November 2020, at 2:30 p.m.**” and should bear the tender reference “  **CWW/SUD/191573/2020 - Supply & Transportation Of Air Conditioners”** specified above on the outside of the envelope for identification purposes.

Yours sincerely**,**

Nimrod Williams

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| **1a. Instructions To Tenderer** |

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| **Tender Reference:** | **CWW/SUD/191573/2020** |

1. ***Introduction:***

## 1.1 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.

Concern’s 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. In 2016, we are working in countries which are in Africa, Asia and Haiti in the Caribbean.

**1.1.1 Concern Worldwide Sudan**

Concern has been working in Sudan for over 30 years. Concern in Sudan is currently implementing emergency relief and longer-term development programmes in West Darfur, along with West and South Kordofan.

1. ***Supplies to be provided***

Concern Worldwide Sudan is seeking to establish a supply agreement for the **Supply of Air Conditioners.**

**Technical Specification**

All Air Conditioners must fully comply with technical requirements outlined in the Financial Offer Section.

1. ***Submission of tenders***

All bid envelopes **MUST** be marked in correspondence to the “**CWW/SUD/191573/2020 - SUPPLY & TRANSPORTATION OF AIR CONDITIONERS”**

These should be delivered to the address given below by **Thursday 19th November, 2020, at 2:30 p.m.**

Tenders, which are not received by **Thursday 10th November, 2020, at 2:30 p.m**, will be treated as late tenders hence disqualified. Proof of posting will not be accepted as proof of delivery.

Concern Sudan working hours are **Sunday to Thursday, 7.30 am to 3.00 pm**. Bids shall ONLY be accepted during normal official business hours.

Tenderers must submit their tender in a sealed envelope indicating the Tender Reference No. ““**CWW/SUD/191573/2020 - SUPPLY & TRANSPORATION OF AIR CONDITIONERS”** name and address of the tenderer and addressed to:

Country Director

Concern Worldwide Sudan

Khartoum East,

Khartoum-2, Street- 37, Plot- 25, Khartoum

Sudan

***Bids, which are not received by the closing date, will be treated as late bids and will not be included in the evaluation. If the envelope is not sealed and not marked as instructed above, Concern will assume no responsibility for the misplacement or premature opening of the bid. A bid opened prematurely will be rejected.***

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Details** | **Date** | **Time** |
| 1 | Closing Date and Time for Clarifications | **Thursday 5th November, 2020** | **3.00 PM** |
| 2 | Closing Date and Time for Receipt of Tenders | **Thursday 19th November, 2020** | **2:30 PM** |
| 3 | Tender Opening Date and Time | **Sunday 22nd November, 2020** | **12.00 noon** |

All tenders will be reviewed and opened in Khartoum - Sudan

1. ***Language of Offers***

All bids should be received in English

1. ***Period of validity of offers***

Price’s given should be valid for **a minimum of Six (6) months**.

1. ***Currency***

All tender submissions should be received in **USD (United States Dollars)**

1. ***Type of contract***

Supplies Agreement

1. ***Content of tenders***

The following supporting documentation **MUST** be submitted with each Bid:

* 1. **Completed Technical Evaluation Form**
  2. **Completed Tenderer’s Relevant Experience Form**
  3. **Completed, signed and stamped Financial Offer**
  4. **Company Business Registration Certificate (copy)**
  5. **Company Tax Registration Certificate (copy)**
  6. **Signed Tenderer’s Declaration**
  7. **Company Profile**

1. ***Opening of tenders***

Tenders will be opened in **Concern’s Office in Khartoum** at **12:00 NOON** on **Sunday 22nd November, 2020.** Bidder’s or their representatives who choose to attend are invited to attend the opening session.

1. ***Evaluation of tenders***

*Tenders will be evaluated by a Tender Evaluation Committee based on the following criteria:*

* *Administrative Compliance (i.e. tender submitted in time, sealed, all required documents completed) – Pass or Fail*
* *Technical Competence (i.e Meeting all Specifications)*
* *Financial Bid*

*As part of Evaluation, Concern will consider Technical Compliance and previous experience. Concern do not consider the financial offer to be the most important factor. Technical compliance and previous experience is equally important.*

1. ***Clarification meeting***

*If a prospective bidder wishes clarification on a certain aspect of the tender, they can contact the following email address which will then be shared with the tender evaluation committee.*

[Tender.Sudan@concern.net](mailto:Tender.Sudan@concern.net)

1. ***Cancellation of the tender procedure***

*The tender evaluation committee has the right to cancel the tender process at any stage without having to explain the situation. Reasons for doing so might include; non receipt of a minimum number of bids, a dramatic change in specification of the material, the costs exceeding budgetary limits or the project being cancelled.*

1. ***Appeals Process***

*If you wish to appeal or wish to raise any concerns, contact the following*

A K M Musha

Country Director

Concern Worldwide Sudan

Khartoum East,

Khartoum-2, Street- 37, Plot- 25, Khartoum

Sudan

***Email :*** [musha.akm@concern.net](mailto:musha.akm@concern.net)

1. ***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.*

1. ***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, UN Agencies.*

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| **1b. Technical Evaluation 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. |  |

1. **Bank Details:**

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

1. **Payment Terms:**

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

1. **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: |  |

1. **Product Information**

|  |  |
| --- | --- |
| Delivery terms & timeline: |  |
| Possible to delivery to ***Muglad – West Kordofan?*** |  |
| Transport Cost ***( If delivering to Muglad - West Kordofan)*** |  |

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| **1c. Tenderers Relevant Experience** |

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| **Tender Reference:** | **CWW/SUD/191573/2020** |

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** |
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| **1d (1). Financial Offer “ Supply & Transportation of Air Conditioners”** |

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| **Tender Reference:** | **CWW/SUD/191573/2020** |
| **Currency** | **USD** |

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| --- | --- | --- | --- | --- | --- | --- | --- |
| **AIR CONDITIONERS** | | | | | **Tenderer to complete** | | |
| **#** | **Item** | **Specification** | **Unit** | **Qty** | **Can provide exact specification (Y/N)? If N, indicate alternative.** | **Unit Price (USD)** | **Total (USD)** |
| 1 | **Air Conditioner** | Split Type  Wall Mount  Digital Invertor  **24,000 Btu**/h  Cooling **Capacity** 6.45 kW  Motor Output 58W  Fan Type : Cross Flow | Pcs | 3 |  |  |  |
| 3 | **Air Conditioner** | Split Type  Wall Mount  Digital Invertor  **12,000 Btu**/h  Cooling **Capacity** 3.52 kW  Motor Output 30W  Fan Type ; Propeller Fan | PCS | 14 |  |  |  |
|  | **Transport Cost to Muglad, West Kordofan** | | Trip | 1 |  |  |  |
|  | **TOTAL COST** | |  |  |  |  |  |

**Concern Reserves the right to increase or reduce the number of Air Conditioners to be supplied.**

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|  |  | **Tenderer’s Response** |
| **1** | **Price Validity Period** |  |
| **2** | **Payment Terms** |  |
| **3** | **Delivery Period/Timeline** |  |
| **4** | **Discount Offered** |  |
| **5** | **Availability Of Stock** |  |
| **6** | **Warranty Period** |  |

**Signed and Stamped by authorised vendor Representative.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** |  | **Title** |  |
| **Date** |  | **Signature** |  |

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| **1e. Tenderer’s Declaration** |

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| --- | --- |
| **Tender Reference:** | **CWW/SUD/191573/2020** |

In response to your letter of invitation to tender for the Supply of Local Latrines 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) No. **CWW/SUD/191573/2020 for Supply & Transportation of Air Conditioners.** 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 180 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:

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| 1. **Concern Worldwide Purchasing Terms and Conditions** |

**Concern Standard Terms and Conditions**

**CONCERN WORLDWIDE**

**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 Suppliermay 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 theBuyer 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.

**19) ECHO Compliance:** All Concern Suppliers must be compliant with supply, works and service contracts awarded within the framework of humanitarian actions financed by the European Union. (Ref: ECHO FPA, Annex III)

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| 1. **Associated Policies to Concern’ Code of Conduct** |

**Concern Safeguarding Policies**

**(Programme Participant Protection Policy, Child Safeguarding Policy, Anti-Trafficking in Persons Policy)**

1. TheSecond Party confirms that he/she has read and understands the terms of Concern’s safeguarding policies and agrees to abide by the terms of these policies at all times in all of their activities under this Agreement. The Second Partyshall ensure that its employees, officers, sub-contractors and agents understand and shall abide by the terms of this policies at all times.
2. TheSecond Party shall bear responsibility and be liable in respect of any and all claims, losses, damages, liabilities and expenses of any nature howsoever arising from or in connection with any breach of these policies by the Second Party or by its employees, officers, sub-contractors or agents.

TheSecond Party shall indemnify and hold harmless CONCERN, its officers, employees and agents, in respect of any and all such claims, losses, damages, liabilities and expenses arising from or in connection with any such breach

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| 1. **Anti – fraud and Whistleblowing Policy** |

As indicated in its Anti-fraud and Whistle Blowing Policy, Concern Worldwide is opposed to fraud in all of its forms. It is a condition of this grant that the Service Provider/Supplier should take all reasonable steps to prevent, detect and deal with fraud. Service Providers/Suppliers are required to:

* Review the Concern Worldwide policy (available at: <https://www.concern.net/> ).
* Report any suspected incidents of fraud that arise in dealing with Concern Worldwide or that involve its resources, to the Concern Worldwide Country Director or by e mail to the helpline detailed in section 5.1 of the policy i.e. [fraudmailbox@concern.net](mailto:fraudmailbox@concern.net)
* Facilitate investigation and resolution of such incidents.