ENDING EXTREME POVERTY WHATEVER IT TAKES

CONCERN worldwide

KN4, Av 65, Kiyovu -Kigali-Rwanda
Tel. +250 788 303 204, 788 304 803
17th November 2021

Tender Reference: RWA/KIG/A0001/2021

COMPLETE TENDER DOSSIER FOR Corrugated Galvanised Iron Sheet

The donors for this project is:

Irish Aid
An Roinn Gnóthaí Eachtracha agus Trádála
Department of Foreign Affairs and Trade

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LETTER OF INVITATION TO INTERNATIONAL TENDER

Tender Reference:	RWA/KIG/A0001/2021

Dear Sir/Madam,

SUBJECT: INVITATION TO TENDER FOR CORRUGATED ALUMINIUM-ZINC IRON SHEETS; NORMAL CORRUGATION 11/3 SHEETS

We are delighted to invite you in the above-mentioned tender. Please find enclosed the following documents, which constitute the tender dossier:

A. Instructions to Tenderers (See Appendix 1)
B. Concern's Terms and Conditions (See Appendix 2)
C. Tenderer's Relevant Experience (See Appendix 3)
D. Tenderer's Declaration (See Appendix 4)
E. Concern Safeguarding Policies (See attached)

We look forward to receiving your tender on or before **1st December 2021 at 17:00hrs (GMT+2),** to the address specified in the tender dossier.

Your tender bid must include the following documentation and sample, so please use the list below as a 'Checklist' before submitting your tender to Concern. The International bidder will send their sample to the Concern Worldwide address below using the express delivery companies.

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Description	Check list
1. Technical specification	
2. Financial offer	
3. Signed Tenderers Declaration	
4. Company Certificate of Registration	
5. Completed 'Tenderers Relevant Experience Form'	
6. Sample (One full piece of corrugated iron sheet). Please note that samples provided which do not meet the minimum specifications as per attached tender dossier will not qualify to the final tender evaluation process and also samples cannot be returned to tenders.	
7. Complete supplier's information	
8. Proof of tax payment for 2020	

Offers must be submitted in sealed envelopes accompanied by a sample clearly marked with the name of the company tendering. Envelopes should be marked **"not to be opened before 11:00hrs (GMT+2), 3rd December 2021"** and should bear the tender reference specified above (**RWA/KIG/A0001/2021**) on the outside of the envelope for identification purpose.

Yours sincerely,

Damien Ntawiyanga,
Country Manager,
Concern Worldwide Rwanda

CONCERN worldwide RWANDA COUNTRY MANAGER

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Appendix A – Instructions to Tenderers

Tender Reference:	RWA/KIG/A0001/2021

1. **Supplies/Services to be provided**

Item Description	Corrugated aluminium- Zinc Iron Sheets; normal Corrugation 11/3
Quantity	4,768 Sheets
Quality: Aluminium-Zinc Coating of 0.2mm,	AZ 85 (110 gms/m2 of Al-Zn Coating), 55% Aluminium-zinc alloy coated (or coated with an alloy of 55% Aluminium, 43.3% Zinc and 1.6% Silicon). All Sheets should be marked clearly with the company name and AZ coating class and should be AZ85
Dimensions	Width 90cm, Length – 300cm, Pitch: between 75 – 76.2, Depth: 18
Base Metal Thickness	32 Gauge

These are the minimum requirements in order to be technically acceptable – these should be clearly stated in the tenderers' bid.

2. Closing date and time for submission of tenders
17:00hrs (GMT+2), **1st December 2021**

3. Submission of tenders
Offers must be submitted in sealed envelopes, marked "not to be opened before **11:00hrs (GMT+2), 03rd December 2021**" and should bear the tender reference specified above **[RWA/KIG/A0001/2021]** on the outside of the envelope for identification purpose, to the following address:

Concern Worldwide Rwanda, Huye office
Kabutare Village, Butare cell, Ngoma sector
PO Box 333, Huye - Rwanda
Tel: +250788304803

Online submissions will not be accepted.

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4. Timetable for provision
Deadline for submission: 1st December 2021, 17:00hrs **(Kigali time – GMT+2hrs)**

Opening date: 03rd December 2021 at 11:00hrs (Kigali time – GMT+2hrs)
Evaluation & contract award: expected on or before 1**3th December 2021**

5. Language of offers
All bids and offers should be submitted in English only.

6. Period of validity of offers
All bids must be valid for a minimum of thirty days from the tender submission date [17th November 2021]

7. Currency
Accepted currencies of bids should be Rwandans Francs only.

8. Incoterms
The Incoterm which is to be applied to this tender is Delivery duty paid to concern Worldwide Huye office

9. Lots
There is only one lot for this tender which includes the supply and delivery of the goods, inclusive of transport and insurance costs to Concern Worldwide – Rwanda at Huye office.

10. Type of contract
This is a once-off supply agreement intended only for the supply and delivery of the named items above and does not in any way imply subsequent orders to the winning bidder.

11. Samples Required
One full piece of corrugated iron sheet is required to be submitted at the same time with the tender dossier at the address specified above. Samples should be clearly marked with the name of the company tendering for identification purpose. Please note that samples cannot be returned to tenderers and the International bidders will use express delivery companies

12. Tender guarantee

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(not applicable for this tender)

13. Site visit:
In certain cases, Concern may request a site visit to tenderers' premises (especially those short-listed)

14. Content of Tenderers
The documents required to be submitted with tenderers' bids are as follows:

Description
1. Technical specification
2. Financial offer
3. Signed Tenderers Declaration
4. Company Certificate of Registration
5. Completed 'Tenderers Relevant Experience Form'
6. Sample (One full piece of corrugated iron sheet). Please note that samples provided which do not meet the minimum specifications as per attached tender dossier will not qualify to the final tender evaluation process and also samples cannot be returned to tenders.
7. Complete supplier's information
8. Proof of tax payment for 2020

15. Opening of tenders
Tenders will be opened at the above-named address of submission at 11:00hrs (GMT+2), **03rd December 2021**, tenderers are invited to attend this opening session.

16. Evaluation of tenders
Tenders will be evaluated by a tender committee based on multiple criteria, not price alone – with clear segregation of internal duties and full adherence to principles of accountability and transparency. Only bids which will have met administrative and technical compliance will qualify for the financial evaluation stage.

17. Clarification meeting/site visit
Clarification may be sought from/provided to potential tenderers. Any clarification sought or given to one tenderer will also be communicated to all other tenderers regardless of whether they requested the information. In certain cases, Concern may request a site visit to tenderers' premises prior to awarding the contract.

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18. Cancellation of the tender procedure
Concern Worldwide holds the right to cancel this tender at any stage of the process. If this occurs at a point after a tenderer has submitted a bid, the supplier will be notified in writing.

19. Appeals Process
For any issues for which a tenderer feels requires appealing should be submitted to the Concern County Manager damien.ntawiyanga@concern.net or the Systems Director olivier.kamberis@concern.net

20. 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.

21. Donor
This project has been financially supported by: **Irish Aid, Government of Ireland:**

Irish Aid
An Roinn Gnóthaí Eachtracha agus Trádála
Department of Foreign Affairs and Trade

22. Complaints Mechanism
Concern Worldwide is a member of the Core Humanitarian Standards on Quality and Accountability, and commits to implementing its mandate in a transparent and open manner. In this regards, a Complaints Response Mechanism (CRM) is in place to ensure the tender process meets all standards and requirements mentioned in this tender dossier. The operational channels to be used during this tender process by bidders to raise complaints or seek clarification include a suggestion box located at the Huye field office, a toll free number (**2019**), email address (damien.ntawiyanga@concern.net), leo.roozendaal@concern.net or physically visit the Concern Offices. Complaints will be dealt with confidentially and professionally.

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Appendix B – Concern's Terms and Conditions

Tender Reference:	RWA/KIG/A0001/2021

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 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.

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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.

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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 10 days from receipt of a correctly prepared invoice.

15) Ethics: The Code of 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

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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 Person 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 practice 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 audit purposes. This obligation is extended to all Concern suppliers.

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.

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Appendix C – Tenderers Relevant Experience

Tender Reference:	RWA/KIG/A0001/2021

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. Concern will contact listed referees to confirm referee so suppliers should notify their referees to advise them of this course of action.

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

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Appendix D –Tenderers Declaration

Tender Reference:	RWA/KIG/A0001/2021

As part of their tender, each tenderer must submit a signed declaration using the following format as a guide.
……
In response to your letter of invitation to tender for the above contract, 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. < **RWA/KIG/A0001/2021** > of April 2021. We hereby accept its provisions in their entirety, without reservation or restriction.

2. We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:

3. The price of our tender is: …….. …… Inclusive of VAT

4. We will grant a discount of [……%], or [……..RwF] [in the event of our being awarded Tender n° **RWA/KIG/A0001/2021**

5. This tender is valid for a period of 30 days from the final date for submission of tenders.

6. If our tender is accepted, we undertake to provide a performance guarantee as required by the instructions to tenderers.

7. We will inform Concern immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts of the contracting authority.

8. We note that Concern is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract.

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9. We agree to adhere to all of the terms and conditions of the contracting authority as provided in the tender dossier.

10. We confirm that we are not engaged in any corrupt, fraudulent, collusive or coercive practices and acknowledge that if evidence contrary to this exists, Concern reserves the right to terminate the contract with immediate effect.

11. We are not bankrupt or being wound up, are having our affairs administered by the courts, have not entered into an arrangements with creditors, have not suspended business activities, are not the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

12. We have not been convicted of an offence concerning professional conduct by a judgement which has the force of res judicata

13. We have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify. We have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which we are established or with those of the country of the contracting authority or those of the country where the contract is to be performed.

14. We have not been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European communities financial interests

15. We are not currently subject to an administrative penalty referred to in Article 96(1) of the European Commission Financial Regulation

16. We are not subject to a conflict of interest in accordance with Article 94(a) of the European commission Financial Regulation

17. We confirm that we have read and understand the Concern Code of Conduct and associated policies (Programme Participant Policy, Child Safeguarding Policy and Anti-Trafficking in Persons Policy) and agree to abide by the terms of these policies in all of our activities under any Concern supply, service or works contract.

Additionally, we commit to abide by the points listed below;

- Employment is freely chosen

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- 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

18. Environmental Standards

Suppliers should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

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

Name and first name: <[…….>

Title: <…….>

Duly authorised to sign this tender on behalf of:

<…….>

Place and date: <…….>

Stamp of the firm/company: <…….>