

Location	Project	Tender #03/2024/2532	Date
Somaliland	Digaale Community Project - 2024/2025	Construction of Coral Farm in Digaale Community Settlement	March 18 th 2024

General Conditions for Tender

1. **Scope:** **ALIGHT Formerly known as the “American Refugee Committee (ARC International)”** invites tenders for the supplies/works described and summarized in accordance with procedures, conditions and contract terms, as prescribed in the tender documents. ALIGHT reserve the right to vary the quantity of work/materials/supplies specified in the Tender Documents without any changes in unit price or other terms and conditions and to accept or reject any, all, or part of submitted offers.

2. **Language:** As determined by **ALIGHT**, the working language of this tender is English. Other languages will not be accepted.

3. **Qualifying and Conditions:** The main criteria for admission to the tender are as follows:

- a) Quote envelop should be sealed with the reference and must stamped.
- b) Valid Registration certificates from Somaliland Government
- c) Tax Clearance Certificate
- d) Good track-record and references from previous clients (At least three references from the Contractor / firm applying for Tender with verifiable telephone contacts and emails).
- e) Relevant Experience (Similar experience – with proof of signed contract & Submission of PO's).
- f) Submission of the latest certified bank statement of the applying entity (Original Bank statement from March 2023 – March 2024.)
- g) Detailed Company Profile
- h) Resume of Lead Engineer's
- i) Work plan for weekly based
- j) Guarantee Period
- k) Mode of Payment
- l) All bids should be written in English.
- m) Partial Documents will not be accepted.
- n) Lowest price will not be the sole criteria; quality, Work plan and previous experience will also be considered.

Proof of the above must be provided.

4. Tender Basis:

- All Tender Documents must be completed in full, incomplete applications will be disqualified.
- All Applicants will receive identical documents: No applicant should add, omit, or change any item, term or condition in original papers.
- If Applicants have any additional request and conditions, this shall be stipulated in a separate letter accompanying the bid.
- Each applicant should submit one bid only (for each work)
- Each bid shall be valid for the period of 90-days from its date of submission.
- Bids shall be made in writing calculated in USD only and clearly stated on the appropriate forms.
- All prices must include all taxes, compulsory payments, levies and duties, including Sales Tax (if applicable).
- The price schedule must include all information requested, including origin of materials.
- The applicant shall attach a detailed timetable for carrying out the works (work plan) and propose ways and means to realize the works.
- ALIGHT is not liable for any damage to the applicant person or property in the event that something should occur. ALIGHT strongly recommends that all applicants take extra precaution when visiting/delivering supplies to a project site and get their supplies insured if possible.

5. Scope of Works: BOQ, The scope of assignment relates **to the Construction of Coral Farm in Digaale Community Settlement** as per design, details and specifications provided in Annex 2. Bids must be submitted for whole works. **Quotations will be submitted separately for individual works.**

6. Payments: Payment will be made upon satisfactory delivery and technical report (if any) of work done at the location mentioned in tender notice within 10 working days after receiving an invoice.

7. Performance Standards: The works must be undertaken in accordance with all relevant rules, regulations and statutes currently in force in Somaliland.

8. Tender Documents: All Tender Documents included in this package are listed here:

9. Eligibility of Applicants: Applicants cannot apply if they:

- Are not registered companies with governmental authority
- Are bankrupt or in the process of going bankrupt.
- Have been convicted for an offense concerning professional conduct.
- Have been guilty of grave professional misconduct (proven by any means which the contracting authorities can justify).
- Have not fulfilled obligations related to payment of taxes.
- Are guilty of serious misinterpretation in supplying information.
- Are in situations of conflict of interest (with prior relationship to project or family or business relationship to parties employed by ALIGHT International).

¹ This policy has been adapted from ALIGHT's Ethical Purchasing Policy.

- Were declared at serious fault of implementation owing to a breach of their contractual obligations
- Are on any list of sanctioned parties issued by the Somaliland Government and United States Government.

10. Tender Documents and Bid Delivery: All tender documents can be downloaded in the provided link or can be requested Via Email: SMPProcurement-HAR@wearealight.org.

All bids must be delivered by hand into the Tender Box on or before 31st March 2024 during the office working hour from 8:00 am to 2:00 Pm to Hargeisa Office Near Maansoor Area, West of Halo trust Compound and Guest House. The **SEALED ENVELOPE** will be clearly marked with the precise reference of the invitation to which it is a response and the name of the applicant. Tenders delivered after the specified time will not be accepted. Any queries related the bids can be directed either in writing to: Email: SMPProcurement-HAR@wearealight.org, on or Before 25th of March 2024.

10. **Bid Opening:** The bids will be reviewed in the presence of all vendors participating and the Tender Committee of ALIGHT if and when applicable. The applicant's name, the bid prices, the total amount of the bid, any discounts and such other information that the Commission may consider appropriate will be announced and registered in the minutes.

11. **Bid Evaluation:** The Tender Committee will check the tenders to ensure that they contain no amendment to the terms or any other (calculation) errors. To assist in the examination, evaluation and comparison of bids, the Tender Committee may, at its discretion, request clarification from the ALIGHT International staff or consultant.

1. **Technical Evaluation:** The offers will first be evaluated on technical merits. The technical evaluation assesses the capacity of the company on the basis of submitted technical documents or past performance of ALIGHT works.

2. **Financial Evaluation:** The financial evaluation subject to the Technical evaluation is based on the cost of assignment given in the tender.

3. **Other Evaluations:** After ranking companies according to financial and technical criteria, the Tender Committee may take into account other criteria, including, but not limited to record of past performance, integrity, samples and community rapport, when assigning companies to the designated short list.

12. **Selection of Tender:** Selection of the successful applicant will be based on the ranking of companies according to financial and technical criteria, as well as any other criteria suggested by the Tender Committee. Based on this the Tender Committee will then make a recommendation.

13. **Acceptance of Successful Tender:** Taking into consideration the recommendation of the Tender Committee, ALIGHT will make the final choice of the awarded firm. ALIGHT will then send a letter of acceptance to the successful applicant. After submitted documentation from the selected firm has been verified, the firm will then be obliged to sign the contract for the stated amount. Any amendment to the

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awarded tender will be documented as an Amendment to the contract and will be determined by ALIGHT International.

14. Specific Terms and Conditions

Terms & Conditions:

1. The tender documents can be requested Via Email from: SMPProcurement-HAR@wearealight.org. or can be downloaded on the provided link.

ALIGHT Somaliland Office, Ibrahim kodbur district, Near Mansoor Area West of Halo trust Office and Guesthouse.

2. Tenders should be delivered to ALIGHT Office located in ***Ibrahim kodbur district, Near Maansoor Area Hargeisa, Somaliland in a SEALED ENVELOPE and dropped at ALIGHT Tender Box.***

3. Payment will be made after a through cross check on satisfactory delivery and acceptance of supplies or technical services. For technical services, Certificate of Completion will be issued by ALIGHT technical Officer before any payment can be processed.

4. Tender Committee or its representative reserves the right to inspect the goods in successful bidder's warehouse or physically visit their premises for verification.

5. Tender price must be inclusive of all costs that must be fully anticipated by the contractor and all admissible taxes while relevant taxes will be deducted at source.

6. Tender committee reserves the right to alter the quantity, if required.

7. An agreement will be signed with successful bidder(s) for timely supply of appropriate quality items or construction of quality products. Failure to meet the conditions of the agreement will result in cancellation of the agreement at the risk and cost of the supplier.

9. In case the supplies/completion of the activity is delayed, ALIGHT will impose a fine up to 1 % of the total value of the contractual amount per week.

10. ALIGHT reserves the right to forfeit the Performance Guarantee in case of breach of the agreement.

11. Tender Offers must be valid for minimum 90 days after the tender opening.

12. Tender publication does not constitute any commitment on part of ALIGHT unless a written agreement is signed by both parties.

14. Tender committee reserves the right to cancel/reject any or all offers without assigning any reason.

15. Lowest price will not be the sole criteria; quality, delivery time and previous experience will also be considered.

16. ALIGHT requires at least three references from the firm applying for Tender.

17. Company profile needs to include CEO, Directors, Senior Management and Ownership structure.

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ALIGHT**PURCHASING TERMS AND CONDITIONS**

Unless the context indicates otherwise, the term “Buyer” refers to ALIGHT. The term “Supplier/contractor” refers to the entity named on the order and contracting with the Buyer. The term “Contract” can be taken to mean either (a) the purchase order or (b) the supply agreement, whichever is in place.

GENERAL TERMS AND CONDITIONS

1) **Price:** The prices stated on the order shall be held firm for the period and / or quantity unless specifically stated otherwise

2) **Source of Instructions:** The Supplier/contractor shall not seek nor accept instructions from any source external to ALIGHT in relation to the performance of the contract.

3) **Assignment:** The Supplier/contractor shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Buyer.

4) **Corruption:** The Supplier/contractor shall not give, nor offer to give, anyone employed by the Buyer an inducement or gift that could be perceived by others to be a bribe. The Supplier agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.

5) **Confidentiality:** All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Supplier under the contract shall be the property of ALIGHT (buyer) and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Buyer upon request.

5.1 The Supplier/contractor may not communicate at any time to any other person, government or authority external to ALIGHT, any information that has been compiled through association with ALIGHT International which has not been made public except with written authorization from the Buyer. These obligations do not lapse upon termination of the contract.

6) **Use of Emblem or Name:** Unless otherwise agreed in writing; the Supplier/contractor shall not advertise nor make public the fact that it is or it is not supplying goods or services to the Buyer, nor shall the Supplier in any way whatsoever use the name or emblem of ALIGHT in connection with its business or otherwise.

7) **Observance of Law:** The Supplier/contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.

8) **Force Majeure:** The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.

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8.1 In the event of and as soon as possible after the occurrence of any cause deemed force majeure, the Supplier/contractor must inform the Buyer of the full particulars in writing. If the Supplier is rendered unable either in part or in whole to perform its obligations then the Buyer shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.

8.2 If the Supplier/contractor is permanently rendered incapable in whole or part by reason of force majeure to complete its obligations and responsibilities under the contract then the Buyer will have the right to suspend or terminate the contract on the same terms and conditions laid out in section 9, Cancellation.

9) **Cancellation:** The Buyer reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the Executive Council of ALIGHT and/or lack of funding. In such a case the Supplier shall be reimbursed by ALIGHT 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/contractor encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the buyer reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions.

10) **Warranty:** The Supplier/contractor shall provide the Buyer with all manufacturers' warranties. The supplier warrants that all goods supplied in relation to the contract meets specification, is defect free and is fit for the purpose of the intended use. If, during the warranty period, the goods are found to be defective or non- conforming to specification, the Supplier shall promptly rectify the defect. If the defect is permanent, then at the choice of the Buyer the Supplier will either replace the item at their cost or reimburse the Buyer.

11) **Loss and Indemnity:** The Supplier/contractor shall compensate the Buyer in full on demand for all loss, damage or injury to the Buyer which results from the Suppliers failure to comply with the Contract (whether negligent or otherwise).

12) **Insurance:** If it is feasible, the Supplier/contractor shall be at all times fully insured with a reputable insurer against all insurable liability under the Contract.

13) **Inspection and Test:** The Supplier/contractor must inspect the goods prior to dispatch to ensure conformance to specification and/or any other provisions of the contract. The Buyer reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Buyers' opinion, the goods and/or services do not comply with the specification, the Buyer will inform the Supplier in writing. In such a case the Supplier shall take the necessary action to ensure compliance, liability for any additional cost incurred for rectifying compliance will rest with the Supplier.

14) **Changes:** The Buyer reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination, or delivery instruction. If any such change affects the price of goods or performance of service the Supplier and Buyer may negotiate an equitable

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adjustment to the contract, provided that the Supplier claims for adjustments in writing to the Buyer within 5 days from being notified of any change.

15) **Export License:** If an export license or licenses are required for the goods, the Supplier has the responsibility to obtain that license or licenses.

16) **Payment Terms:** Unless otherwise agreed, payment terms will be 10 working days from the receipt of goods and invoice.

17) **Ethics:** The nature of ALIGHT operations necessitates that the Supplier must maintain ethical and moral standards including but not limited to, no discrimination on the basis of race, gender, religion or age, avoidance of materials/services provided with the use of slavery including child labor. Failure to maintain such standards, in the opinion of the buyer, may result in termination of the business relationship between the Buyer and Supplier. ALIGHT is a signatory to and supporter of the Concern Worldwide Supplier Code of Conduct policy, which the Supplier must comply with.

18) **Rights of ALIGHT:** Should the Supplier/contractor fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses or to make delivery of all or part of the goods by the agreed delivery date(s), the Buyer may, after giving reasonable notice to the Supplier, exercise one or more of the following rights:

1. Procure all or part of the goods/services from an alternate source, in which event the Buyer may hold the Supplier liable for additional costs incurred.
2. Refuse to accept all or part of the goods/services.
3. Terminate the contract.

19) **No Agency:** This order does not create a partnership between the Buyer and Supplier or make one party the agent for the other for any purpose.

20) **Severability:** If any provision in this Agreement is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable law, such provision will be deemed amended to conform to applicable law so as to become valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired or affected in any way.

21) **Jurisdiction Clause:** The Contract shall be governed by Somaliland law and the Supplier consents to the exclusive jurisdiction of the Somaliland courts in all matters regarding it except to the extent that the Buyer invokes the jurisdiction of the courts of any other country.

22) **Waivers and Variations:**

22.1 A failure to exercise or delay in exercising a right or remedy provided by the Contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by the Contract or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

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

23) Service of Notices:

23.1 Any notice given under the Contract shall be in writing and may be served:

- Personally;
- By any other means which any party specifies by notice to the others.

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

23.3 A notice shall be deemed to have been served:

- If it was served in person, at the time of service;
- If it was sent by email, 24 hours after it was sent and
- By any other means which any party specifies by notice to the others.

ALIGHT Horn of Africa Ethical Purchasing Policy

ALIGHT International seeks to purchase goods and services which:

- Are produced and delivered under conditions that do not involve the abuse or exploitation of any persons.
- Have the least negative impact on the environment.
- Regarding the required Code of Conduct for Suppliers, this is summarized as follows:
- Employment is freely chosen.
- The rights of staff to freedom of association and to collective bargaining are respected.
- Working conditions are safe and hygienic.
- No exploitation of children.
- Wages paid are adequate to cover the cost of a reasonable living.
- Working hours are not excessive.
- No discrimination is practiced.
- Regular employment is provided.
- No harsh or inhumane treatment of staff is allowed.

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Annex1**BOQ's:****ITT for the Construction of Coral Farm in Digaale Community Settlement:**

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