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Location	Project	Tender	Date
Ref: PR-SM-LAS-2025-0025-E	Education	INVITATION FOR BID (IFB): PROVISION OF SCHOOL FURNITURE (NON-COASTAL SET, TABLES, AND CHAIRS) FOR SCHOOLS IN THE SOOL REGION	15/04/2025

General Conditions for Tender

Scope: ALIGHT (Formerly ARC International) invites tenders for provision of school furniture (non-coastal set, tables, and chairs) for schools in the sool region in **works** described and summarized in accordance with procedures, conditions and contract terms, as prescribed in the tender documents. ALIGHT International reserve the right to vary the quantity of work 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.

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

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

1. Certificate of Registration from the National Government Certifying Authority (Attach Certificate of Incorporation)
2. Must be a registered company in SSC Khatumo
3. A good track record and references from previous clients, preferably from UN and INGOs, with a contract value of \$40,000 and above. The contractor should provide proof of experience in similar tasks, having completed at least three projects of a nature and complexity equivalent to these works within the last five years. Additionally, please include telephone contacts and email addresses for at least three referees.
4. Submission of the latest certified bank statement of the applying entity for at least last 6 months.
5. Submission of Tax compliance certificate
6. Official Quotation with company's letter head, stamp and signed in the attached BOQ provided.

3. 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 if applicable.
- 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 under taking the construction.

4. **Scope of Work: ANNEX 1.** The scope of assignment relates to as per details provided in ANNEX 1. Bids must be submitted for whole works. **Quotations will be submitted separately for individual works.**

5. **Payments:** Payment will be made upon satisfactory completion of construction and technical report (if any) of work done at the location mentioned in tender notice within 30 days after receiving an invoice.

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

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

1. ***A 10-page document outlining tender procedures, terms and conditions and an annex of scope of work***

8. **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).
- 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 Somali Government and United States Government.

9. **Tender Documents and Bid Delivery:** All tender documents are available in our offices **in Laas-Anod Alight Office, Main road, Near Casura Hotel area or can be Downloaded on the provided link .**

The documents must be filled and returned to either of the office listed above in a SEALED envelope or before 30th April, 2025 to either of the office mentioned. The envelope should be clearly marked with the precise reference of the invitation to which it is in a response and the name of the applicant. Tenders delivered after the specified time will not be accepted.

10. **Bid Opening:** The bids will be opened and reviewed in the presence of the Tender Committee of ALIGHT. 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 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.

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

14. Specific Terms and Conditions

Terms & Conditions:

10. The tender documents can be requested from **office Laas-Anod Alight Office,Main road,Near Casura Hotel area or can be Downloaded on the provided link .**

1. Tenders (quotations) should be hand delivered ALIGHT Office located in Laas-Anod.
2. Payment will be made after a through cross check on satisfactory completion of construction or technical services. For technical services, Certificate of Completion will be issued by ALIGHT technical Officer before any payment can be processed.
3. 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.
4. Tender committee reserves the right to alter the quantity, if required.
5. An agreement will be signed with successful bidder(s) for timely construction of quality service. 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 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.

ALIGHT

PURCHASING TERMS AND CONDITIONS

Unless the context indicates otherwise, the term “Buyer” refers to ALIGHT. The term “contractor” refers to the entity named on the order and contracting with the Buyer. The term “Contract” can be taken the 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 contractor shall not seek nor accept instructions from any source external to ALIGHT in relation to the performance of the contract.
- 3) **Assignment:** The 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 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 contractor 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 contractor 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 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 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 contractor shall not advertise nor make public the fact that it is or it is not supplying services to the Buyer, nor shall the contractor in any way whatsoever use the name or emblem of ALIGHT in connection with its business or otherwise.
- 7) **Observance of Law:** The 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.

8.1 In the event of and as soon as possible after the occurrence of any cause deemed force majeure, the contractor must inform the Buyer of the full particulars in writing. If the

Contractor 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 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 contractor, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

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

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

12) **Changes:** The Buyer reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity and location. If any such change affects the price of service or performance of service the contractor and Buyer may negotiate an equitable adjustment to the contract, provided that the contractor claims for adjustments in writing to the Buyer within 5 days from being notified of any change.

13) **Payment Terms:** Unless otherwise agreed, payment terms will be 30 working days from the receipt of service and invoice.

14) **Ethics:** The nature of ALIGHT operations necessitates that the contractor 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 International is a signatory to and supporter of the ALIGHT Supplier Code of Conduct policy, which the contractor must comply with.

15) **Rights of ALIGHT:** Should the 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.

16) **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.

17) **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.

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

19) **Waivers and Variations:**

19.1 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.

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

20) **Service of Notices:**

20.1 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.

20.2 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.

20.3 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 Ethical Purchasing Policy

ALIGHT seeks to 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.

¹ This policy has been adapted from Alight`s Ethical Purchasing Policy.