



Action Against Hunger Sudan Mission

Action Against Hunger – Sudan
Block 12# , building 14# , Dem Madina P.O Box 37168
Portsudan
Red sea State

Attention: Procurement Department

Our reference: SD-KH-00256

2nd January 2024

SUBJECT: INVITATION TO TENDER FOR HAFIRS REHABILITATION IN WHITE NILE , BLUE NILE AND SOUTH KORDOFAN.

Dear Mr/Ms

Following your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier.

Any request for clarification must be received by Action Against Hunger in writing at least three (3) days before the deadline for submission of tenders. Action Against Hunger will reply to bidders' questions at least three (3) days before the deadline for submission of tenders.

Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender at the address specified in the Instructions to Bidders so as to be received on or before Thursday 25th January 2024, as stated in the procurement notice.

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

Tender committee



Invitation to Tender for Hafirs Rehabilitation in White Nile , Blue Nile and South Kordofan

**Publication reference:
SD-KH-00256**

2nd January 2024

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A - INSTRUCTIONS TO BIDDERS

In submitting a tender, the bidder accepts in full and without restriction the special and general conditions governing this tender as the sole basis of this tendering procedure.

The bidder accepts Action Against Hunger General Terms and Conditions of Purchase by default, or will include its own Sales conditions in its offer.

If the bidder wishes to point out restrictions to Action Against Hunger Purchase Terms and Conditions, such reservations should be clearly explained in a letter included in the offer.

Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

1. Preamble

Action Against Hunger tackles the causes and effects of hunger and diseases that threaten the lives of vulnerable children, women and men.

Established in France in 1979, Action Against Hunger are a nongovernmental, non-political, non-religious, non-profit organisation.

Action Against Hunger opened a mission in “Sudan” in “2022”, Action Against Hunger works in White Nile, Blue Nile, South Kordofan, and Central Darfur, all regions facing severe hunger crises. As a leading nutrition expert in Sudan, we respond to emergencies, prevent and treat malnutrition, measure and analyze the severity of hunger in the country, and work alongside partners to improve food security.

2. Purpose of the Call for Tenders

The purpose of this Call for Tenders is to solicit competitive offers for the supply/work of <Hafirs Rehabilitation in WN, BN and SK >

3. Call for Tenders Schedule:

	DATE	TIME*
Deadline for request for any clarifications from Action Against Hunger	07/01/2024	4:00pm
Last date on which clarifications are issued by Action Against Hunger	15/01/2024	4:00pm
Deadline for submission of tenders (receiving date, not sending date)	25/01/2024	4:00pm
Tender opening session by Action Against Hunger	28/01/2024	11:00am
Notification of award to the successful tenderer	11/02/2024	11:00am
Signature of the contract	20/02/2024	

* All times are in the local time of < Sudan>

Please note all dates are provisional dates and Action Against Hunger reserves the right to modify this schedule.

Please note Action Against Hunger reserves the right to pre-select some of the received offers, based upon the criteria listed in article 14 of the present document, to enter into a competitive dialogue with the shortlisted companies.

4. Questions and Clarifications

If Action Against Hunger, either on its own initiative or in response to a request from a prospective bidder, provides additional information on the tender dossier, such information will be communicated simultaneously in writing to all the bidders.

Bidders may submit questions in writing to the following address, ideally by email, or by post mail, up to seven (7) calendar days before the deadline for submission of tenders, specifying the publication reference and the Tender title:

Hani Mohamed Mahmoud
Logistics Coordinator
procurement-sd@sd.acfspain.org

Any prospective tenderer seeking to arrange individual meetings with Action Against Hunger during the tender period may be excluded from the tender procedure.

5. Clarification meeting / site visit

No clarification meeting, requests for clarifications can be sent by email to Action against Hunger as detailed in Article 4.

6. Eligibility

[Participation in tendering is open on equal terms to any natural and legal persons or company] However, to comply with some of Action Against Hunger's donors' rules, participants must clearly indicate their company's nationality and origin of the proposed goods.

7. Instructions to submit an Offer

7.1 – Response Format

The tender shall consist of one original paper copy placed in a sealed non-identifiable envelope, with the words “**not to be opened before the tender opening session**” written in English.

This sealed non-identifiable envelope shall be titled:

Tender Name	Invitation to Tender for Hafirs Rehabilitation
Tender Reference	SD-KH-00256

The tenders shall be sent by registered mail, by private courier service or personal delivery against receipt to the following address :

Dem Madina – Port Sudan

So that it is received no later than January 25th , 2024 – 4:00pm.

An electronic version of the offer (either on a CD / DVD or on a USB key) will be much appreciated.

Offers can potentially be submitted by email.

In such case, the same reference shall be used as the email title.

Offers should be sent to < procurement-sd@sd.acfspain.org >

Within the same deadline as offers submitted in hard (paper) copies.

Whichever format is chosen, offers must be received by Action Against Hunger no later than the deadline of submission.

NB: Late proposals will not be accepted, and will be returned to the Proponent or discarded.

Also, all proposals will be irrevocable after the Call for Tenders closing date

7.2 – Content of Tenders

The Tenderer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this request for proposal. The proposal shall include, as a minimum

- 1) “Supplier Questionnaire” duly completed. This questionnaire should be completed with all required information such as:
 - a) Proof of Company Registration in Sudan
 - b) Copy of Insurance policy (legal liability at a minimum).
 - c) A copy of the audited financial statements for last two years (balance sheet and income statement).
 - d) The details of the names, address and contact telephone of three (3) clients for whom the same type of services were provided in various and disperse geographic locations. Action Against Hunger reserves the right to contact these references, without notifying the Tenderer.
 - e) An organisational (human resources) chart and CVs of key personnel to be involved in implementation of the Contract
 - f) A detailed activity schedule (timeline) for the proposed works
- 2) “Pricing Matrix” or detailed Price offer with explanatory notes if necessary,. Note that only budgets in US Dollar / SDG will be accepted.
- 3) “The Declaration of compliance and commitment to respect Action Against Hunger Good Business Regulations” filled and signed by the duly authorised person.
- 4) “Statement of integrity” filled and signed by the duly authorised person.
- 5) Action Against Hunger Terms and Conditions of Purchase (signed and approved by supplier)

- 6) If applicable, a letter specifying differences between the Supplier Sales conditions and Action Against Hunger General Purchase Conditions.
- 7) “Technical Offer” completed in details with the products / services that the participant offers to answer to Action Against Hunger needs.
- 8) A letter of the bidder’s bank to guarantee the bidder’s solvency (see Appendix 04)

Failure to provide all of the above and in the formats stipulated may result in disqualification of the Tenderer’s proposal.

8. Call for Tender Process

Action Against Hunger reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous. Action Against Hunger does not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Call for Tenders closing date. Action Against Hunger reserves the right to select a shortlist of pre-selected suppliers, based on the criteria announced in paragraph 14 of the present document. Further discussions and competitive dialogue may then be conducted with the pre-selected suppliers.

9. Period of validity

Suppliers shall be bound by their tenders for a period of sixty (60) days minimum from the deadline for submission of tenders. However, the Prices and conditions defined in the contract signed with the selected supplier will be valid for six (6) months.

10. Currency of tenders

Tenders must be presented in SDG/USD, VAT included. Action Against Hunger will use the official bank rate when calculating costs. Additionally, potential suppliers are required to submit a “Pricing Matrix” or detailed Price offer with explanatory notes, if necessary. It is important to note that only budgets in SDG/US Dollar will be accepted.

11. Language of offers and procedure

The offers, all correspondence and documents related to the tender exchanged by the bidder and Action Against Hunger must be written in English.

Supporting documents and printed literature that the bidder provides may be in another language, provided they are accompanied by an accurate translation into English.

For the purposes of interpretation of the tender, the version English will prevail.

12. Alteration or withdrawal of tenders

Bidders may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 3. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

13. Costs of preparing tenders

All costs incurred by the bidder in preparing and submitting the tender are not reimbursable. All such costs will be borne by the bidder.

14. Opening, evaluation of tenders and selection criteria

The opening and examination of tenders is for the purpose of checking whether the tenders are complete and whether the tenders are generally in order.

The contract will be awarded to the technically and administratively compliant tender that is the most economically advantageous, taking into account the quality of the services offered and the price of the tender.

Tenders will be evaluated on the criteria listed below:

- Ability to meet the requirements of the Call for tenders
- Compliance with Action Against Hunger terms and conditions
- Total price/cost submission
- Demonstrable ability to perform all functions related to the scope within the time specified
- Bidders' references
- Bidders' product and service offering
- Bidders' ability to provide pro-active logistics solutions

In the interests of transparency and equal treatment and without being able to modify their tenders, bidders may be required, at the sole written request of the evaluation committee, to provide clarifications within 48 hours. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting performance of the contract or distorting competition.

Any attempt by a bidder to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence Action Against Hunger in its decision concerning the award of the contract will result in the immediate rejection of his tender. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

15. Notification award and contract signature

The successful bidder will be informed in writing that its tender has been accepted (notification of award). Action Against Hunger will send the signed purchase documents in two original copies to the successful bidder.

Within ten (10) working days following the reception, the successful tenderer will sign, date and send back the contract. The successful tenderer will have to communicate the number and exact references of the bank account where the payments will be executed.

If the successful tenderer fails to sign and send back the contract within ten (10) working days, Action Against Hunger can consider after notification the award as null and void.

After selection, and before signature of the contract, Action Against Hunger will inspect the equipment and the teams of the selected tenderer that will be allocated for the works. Action Against Hunger reserves the right to de-select the tenderer if the capacity is deemed not to be adequate or compatible with that stated in the tender dossier.

The unsuccessful tenderer will be informed in written shortly after the award.

16. Ownership of tenders

Action Against Hunger retains ownership of all tenders received under this tender procedure. Consequently, bidders have no right to have their tenders returned to them.

17. Contract

The contract that will be concluded between the successful tenderer and Action Against Hunger is done according to Action Against Hunger standard contract

In this contract, the successful tenderer will be referred to as “the contractor”.

18. Cancellation of the tender procedure

In the event of a tender procedure's cancellation, bidders will be notified by Action Against Hunger. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

1. The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
2. The economic or technical parameters of the project have been fundamentally altered;
3. Exceptional circumstances or *force majeure* render normal performance of the project impossible;
4. All technically compliant tenders exceed the financial resources available;
5. There have been irregularities in the procedure, in particular where these have prevented fair competition.

Under no circumstances will Action Against Hunger be liable for damages, whatever their nature (in particular damages for loss of profits) or relation with the cancellation of a tender, even if Action Against Hunger has been warned of the possibility of damages.

The publication of a procurement notice does not commit Action Against Hunger to implement the announced programme or project.

19. Ethics

Action Against Hunger pays very careful attention to working with companies that commit to respect basic Ethics Rules.

The tenderers must read and understand the Good Business Regulations as defined by Action Against Hunger and introduced in the Appendix 05 of this tender dossier. The tenderers will have to fill and sign the Appendix 06: The Statement of integrity.

B – TECHNICAL and COMMERCIAL SPECIFICATIONS

20. Technical description of the Goods / Services

The subject of the call for tender is the **Works and services** by the supplier of the following **Hafirs in WN , BN and SK** to Action Against Hunger:

All supplied items will have to be compliant with international and national standards and norms, and to be adapted to the extreme conditions they will be used in: arid or humid environment

20.1 Lots

The interested suppliers are required to bid by lots:

Lot #	Lot Name	Unit of Measure
1	Rehabilitation of Hafir -Goli and Aldweim	Hafir
2	Rehabilitation of Hafir in Gerewa village, Blue Nile	Hafir
3	Rehabilitation of Hafir in Gerfa and Um khirat villages – South Kordofan	Hafir
4		

Tenderers can submit an offer for one or several or all lots. Offers must clearly show what lots are included.

Offers must be submitted for the total quantity of each lot: offers submitted for a partial quantity of one lot will not be taken into consideration by Action Against Hunger.

20.2 Variation in quantity

Action Against Hunger reserves the right to vary the quantities stipulated at the time of ordering within a range of ten percent (10%) of the contract price. Under this variation, the unit prices used in the tender shall be applicable to the quantities procured.

20.3 Packaging requirements

The supplier is responsible for using a packaging that is suitable for the items and the shipping method, while being conform to the state of the art. The packaging should protect the purchased items from any damage during the shipment, the handling and storage at final destination.

Invoicing of, or a deposit on, packaging shall not be accepted by Action Against Hunger, unless provided for in the order placed by Action Against Hunger.

Any deposit on packaging, pallets or containers, eventually accepted by Action Against Hunger, shall necessarily be mentioned on the supplier's delivery slips.

Each parcel should be duly labelled according to applicable laws and specific requirements included in the Contract.

If applicable, the supplier commits to use wooden packaging (boxes, pallets) treated in conformity with NIMP 15 European Norm, in order to avoid any insect or larvas. If the products purchased by Action Against Hunger are imported, the respect of this rule is mandatory and a certificate has to be provided.

If applicable, each product is packed into individual packaging on shrink-wrapped, certified ISPM15 (fumigated), euro pallets (Dimensions (W x L x H): 80 x 120 x 144 cm) OR/ US pallets (W x L x H = 100 x 120 x 144 cm)

The palletized goods must not exceed the length or width of the pallet.

One Packing list with the expiry dates of perishable items to be securely fixed to the outside of the pallet, in a grip-seal plastic bag (if applicable).

Action Against Hunger shall bear no responsibility over losses or damages of the procured products incurred during the performance period and before acceptance of said products.

It is therefore up to the supplier to insure the products if necessary.

21. Quality of the product

21.1 Delivery inspection and acceptance of the delivery

Action Against Hunger representative or an independent or reliable inspection company will carry out the delivery inspection of the product.

The delivery inspection will take place at the site location

The objective of the delivery inspection for Works tender will be to assess the compliance with the terms of the contract, including:

- The documentation provided by the contractor, such as construction plans, permits, and other relevant paperwork.
- The quantity of materials delivered and loaded for the construction project, ensuring it aligns with the project's requirements.
- The quality of the work performed, including the construction standards, materials used, and adherence to safety regulations.

This inspection aims to ensure that the contractor meets the specified requirements and standards outlined in the contract for the successful execution of the construction project.

Action Against Hunger representative will indicate any remarks or non-conformity of the products on the delivery note provided by the supplier. These remarks will be the ground for possible payment deductions.

If the delivery inspection concludes that the delivery complies with the requirements of the contract, Action Against Hunger will accept the products

22. Nonconformity of delivery

22.1 Quality and condition

Should the quality or the condition of the products not satisfy Action Against Hunger requirements at the moment of the preliminary inspection or delivery inspection, Action Against Hunger reserves the right to demand:

- The delivery of products which conforms to the order. They will need to be replaced by the supplier at his/her own expenses. The replacement will be executed as soon as possible, at latest within fifteen (15) calendar days from the discovery of the non-compliance (for food: from the issuing of a certificate of non-conformity). The replaced products will again be subject to the rules laid down in this contract, including the twelve (12) month guarantee (IF APPLICABLE)
- or the immediate reimbursement of the payment
- or the cancellation of the order and of the corresponding price

If the supplier is not able to replace the defective goods within the agreed timeframe, Action Against Hunger reserves the right to ask for the immediate reimbursement of the payment or downpayments if any, and to simply cancel the order, totally or partially if the defective goods were a partial delivery agreed upon by the parties.

The supplier will have to remove specific markings of the non-accepted products when mentioning Action Against Hunger or the institutional donor name.

23.2 Quantity

Action Against Hunger reserves the right to refuse any delivery in excess of the current contract and to ship it back at the supplier's expense.

In case Action Against Hunger decides to accept the over-quantity, an acceptance comment will be clearly added on the delivery note, at the time of delivery.

On the other hand, should products be missing at delivery, the missing quantity will be delivered as soon as possible, at latest fifteen (15) days after its discovery, at the expenses of the supplier. The then delivered products will be subject to the rules laid down in this contract.

23.3 Late Delivery

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Due to the emergency and constraint triggered off by Action Against Hunger specific humanitarian activities, the disposal or delivery dates define in article 21.2 are fixed and mandatory.

The supplier has to notice Action Against Hunger about any potential delay, as soon as he is aware of it, in order to anticipate and minimise the consequences.

If no agreement can be found, and even if the supplier has informed Action Against Hunger upfront, if the delay is solely the supplier's responsibility, penalties below will apply.

In the event of the Supplier being late for delivery, a penalty of ten per cent (10%) of the total order amount (before tax). Any fractional part of a week is to be considered a full week. These penalties do not apply in case of force majeure, or if the delay is the responsibility of Action Against Hunger.

If delivery does not take place one month after the set delivery deadline, the contract will be deemed void.

If delivery does not take place one month after the notification by Action Against Hunger of non-compliant or missing products, Action Against Hunger reserves the right to simply cancel the order and delivery of remaining quantities.

Date taken into account to calculate these delay and penalties depend on the main mean of transport used to deliver the goods:

- If the main transport is done by road, a flexibility of five (5) calendar days maximum after the Disposal / delivery date define in article 20.2 is accepted before calculation of delay and penalties.
- If the main transport is done by air, a flexibility of ten (10) calendar days maximum after the estimated delivery time detailed in article 20.2 is accepted before calculation of delay and penalties.
- If the main transport is done by sea, a flexibility of twenty (20) calendar days maximum after the estimated delivery time detailed in article 20.2 is accepted before calculation of delay and penalties. In this case only, penalties are calculated from the estimated date of arrival.

23. Invoicing & Payment

24.1 Invoicing

Suppliers submitting an offer will detail the invoicing steps they offer for this contract.

24.2 Payment

All payments will be exclusively made **bank wire transfer** on behalf of the supplier, on their bank account.

The currency of payment is **USD or SDG.**

Payment schedule:

Partial payments will occur after the agreed partial deliveries, according to the delivery plan

In order to claim payments, the supplier must provide Action Against Hunger with the following documents **for each lot/quantity supplied:**

- Two original invoices
- **Works Report signed and accepted by Action Against Hunger**

Appendixes

Appendix 01 : Technical Specifications

Appendix 02 : Supplier Questionnaire

Appendix 03: Detailed Pricing Matrix

Appendix 04: Bank Certificate

Appendix 05: Action Against Hunger's Good Business Regulations

Appendix 06: Statement of integrity

Appendix 01: TECHNICAL SPECIFICATIONS and TECHNICAL OFFER

Lot#1:***BoQ for Hafir Rehabilitation in Gerewa - At Tadamon locality- Blue Nile***

#	Item Description	Unit	Qty	Unit Price	Total price
1	Hafir 1: Rehabilitation of fence				
1.1	Supply and installation of gabion fence for Hafir, circle pipe 2 inches, 3 mm thickness, height 2.5 m (0.5 m under GL and 2 m above GL), 2 m distance between pipes and tightening the top, mid and base of wire by steel par 3 linea and painted pipes and manufacture a gate with lock from square pipe 4x8 inches good quality 2x2m	ML	600		
	Subtotal 1				
2	Hafir2: Rehabilitation of Fence and Generator room				
2.1	Supply materials to rehabilitate the Hafir fence from barbed wire of good quality, circle pipe 2 inches, 3 mm thickness, height 2.5 m (0.50 m under GL and 2 m above GL), 2 m distance between pipes and tightening the top, mid, and base of wire by steel par 3 linea and paint pipes and the gate of the fence	ML	150		
2.2	Rehabilitate the roof of the generator room(4x4m) with iron sheets of good quality	m ²	16		
2.3	Manufacture and install a door (1x2m) from high-quality iron sheet and square pipe 3x6 inches	pcs	1		
2.4	Manufacture and install windows (0.5x0.5m) from high-quality iron sheets and square pipe 3x6 inches.	m	2		
	Subtotal 2				
	TOTAL COST 2 Hafirs				

Lot#2:

BoQ for Hafir Rehabilitation in Bdar Alkubra - Guli locality

#	Item Description	Unit	Qty	Unit Price	Total price
1	Cement elevated water tank 3.5×3.5×2 الخزان الاسمنتي فوق سطح الارض				
1.1	Excavating of base foundation pit for 9 pillar 1×1×0.9 m for cement water tank حفر حفرة الساس لعدد 9 اعمدة الخزان 1*1*0.9 م مع تسوية التربة	m ²	12		
1.2	Supply and make reinforced concrete for 9 pillar thickness 30×30× length 140cm, 1: 3: 6, by 4 steel par 4 Linea (Alasad), and fitting 1×1m thickness 15cm by 4 steel par 4 linea, distances 15 cm for both direction with slope and 3 drain valves توريد وعمل 9 عمدة مسلحة سمك 30×30 سم بارتفاع 140 سم بخطة 1:3:6	m ³	5.2		
1.3	Supply and make reinforced concrete slab (3.5X3 m) on pillars as the base for the tank. 1: 3: 6 of concrete, by steel par 4 linea (Alasad) , distances 15 cm توريد وعمل صبة مسلحة سمك 15 سم . 1:3:6 بالسيخ 4 سم لينيه الاسعد بمسافات 15 سم بين السخيات فوق الاعمدة كقاعدة للخزان	m ³	2		
1.4	Supply and make reinforced 4 concrete walls 3.5 ×2 and 3X2 thickness 20 cm , 1: 3: 6 by steel par 4 Linea (Alasaad) , distances 15 cm for both direction for tank walls توريد وعمل صب مسلحة 1:3:6 سمك 20 سم بالسيخ 4 لينيه الاسعد بمسافات 15 سم بين السخيات في الاتجاهين لحوائط الخزان الارضى	m ³	5.8		
1.5	Supply and make plastering for above-ground tank walls and by cement mortar 1: 8 توريد وعمل بياض من الداخل بالمونة الاسمنتية 1:8	m ²	28		
1.6	Supply and make a cover by angle 2 inch and heavy iron plate(mohair) for the cover of the water tank, as per construction of ACF engineer توريد وعمل غطاء للخزان الاسمنتي بالزاوية 2 بوصة ، والصاج المحير مع البوهية المقاومة للماء ، حسب توجيهات مهندس المنظمة	pcs	1		
2.	Underground Water tank الخزان الارضى				
2.1	Excavating pit 3.5 m in length, 3 m in width, and 2 m in depth, and leveling the excavation output around the water tank حفر حفرة 3.5 طول 3 عرض ، 2 عمق وتسوية التربة	m ³	21		
2.2	Supply and Making concrete without steal spar (plan concrete) 15cm thickness, 1: 3: 6 of concrete in the bottom of pit - توريد وعمل صبة - ببيضاء 1:3:6 سمك 15 سم في قاعدة حفرة الخزان	m ³	1.6		
2.3	Supply and make reinforced concrete 20 cm thickness, 1: 3: 6 of, by steel par 3 Linea (Alasad), distances 15 cm for both direction توريد وعمل صبة مسلحة سمك 20 سم 1:3:6 بالسيخ 3 لينيه الاسعد بمسافات 15 سم بين السخيات في الاتجاهين في قاعدة حفرة الخزان الارضى	m ³	2.1		
2.4	Supply and make reinforced concrete 20cm thickness, 1: 3: 6 by steel par 4 Linea (Alasaad) , distances 15 cm for both direction for pit walls توريد وعمل صب مسلحة 1:3:6 سمك 20 سم بالسيخ 4 الاسعد بمسافات 15 سم بين السخيات في الاتجاهين في حوائط الخزان الارضى	m ³	5.2		
2.5	Supply and make Plastering for underground tank walls and by cement mortar 1: 8 توريد وعمل بياض من الداخل بالمونة الاسمنتية 1:8	m ²	37		

2.6	Supply and make reinforced concrete 12cm thickness, 1: 3: 6 of , by steel par 3 linea (Alasad) , distances 12 cm for both directions for the roof of underground water tank توريد وعمل صبة مسلحة 1:3:6 بالسيخ 3 لينية الاسعد بمسافات 12 سم بين السيخات فى الاتجاهين فى سقف حفرة الخزان الارضى	m ³	2		
2.7	Supply and make a cover by angle 2 inch and heavy iron plate(mohair) for the cover of water tank, as per construction of ACF engineer توريد وعمل غطاء للخزان الاسمنتي بالزاوية 2 بوصة ، والصاج المحير مع البوهية المقاومة للماء ، حسب توجيهات مهندس المنظم	pcs	1		
3	Water connection and water pumps توصيلات المياه والطمبة				
3.1	Supply and connect water from Hafir to the cement elevation tank by HDPE pipe 2 inches, (long 35meter from after to cement elevation water tank) including all required fittings and accessories. . توريد وتوصيل خط المياه بطول 35 متر من الحفير الى الخزان الاسمنتي العلوى بمواسير 2 بوصة والسعر يشمل جميع ملحقات التوصيل	Job	1		
3.2	Supply and connect water from cement elevation tank to underground and elevation tank by metallic Galvanized pipe 2 inch , (Distance 15 meter) the price include connection fittings and accessories . توريد وتوصيل خط المياه بطول 15 متر من الخزان الاسمنتي العلوى الى الخزاني الارضى والصهرج بمواسير 2 بوصة والسعر يشمل جميع ملحقات التوصيل الطالعة النازلة فى الخزان والصهرج قلفانيز 2بوصة	Job	1		
3.3	Supply and install centrifugal pump (2 KW), flow rate of 20 meters per hour, AC/CD, head 50m made in Italy with all accessories connection. The pump is to be operated by solar power. توريد وتركيب طلمبة طرد مركزى ايطالنة الصنع إنتاجية 20متر في الساعة . الطلمبة تعمل بالطاقة الشمسية	pcs	2		
3.4	Supply and install solar panel 450w to replace damaged ones	pcs	3		
3.5	Supply and install wire cable 4x10mm2 and Switch box/control box/Inverter 1.5kw On/Off with metallic enclosure توريد وتركيب مفتاح للموتور والسعر يشمل توفير الكيبل والسلك	Job	1		
3.6	Supply and install gabion fence for solar panels, circle pipe 2 inches, 3 mm thickness, height 3 m (0.7 m under GL and 2.3 m above GL) ,2 m distance between pipes and tightening the top , mid and base of wire by steel par 3 linea and paint pipes توريد وتركيب سور بطول 15×20متر من المواسير المدوره 2 بوصة ن سمك 3 مم والسلك القابيون وابعاد كل مترين بين المواسير وشد السلك من الاعلى,الادنى والوسط بالسيخ 3 لينية مع طلاء المواسير	ML	60		
3.7	Supply and install barbed wire fence for Hafir, re-erect posts, and tighten the top, mid, and base of wire by steel par 3 linea and paint pipes توريد وتركيب سور من السلك الارنب ، واعادة تركيب مواسير / زوى السور. وشد السلك من الاعلى,الادنى والوسط بالسيخ 3 لينية مع طلاء المواسير	ML	150		
	TOTAL Cost				

BoQ for Hafir Rehabilitation in Qoz Al-Rief- Guli locality

#	Item Description	Unit	Qty	Unit Price	Total price
1	Cement elevated water tank 3.5x3.5x2 الخزان الاسمنتي فوق سطح الارض				
1.1	Excavating of base foundation pit for 9 pillars 1x1x0.9 m for cement water tank حفر حفرة الساس لعدد 9 اعمدة الخزان 1*1*0.9 م مع تسوية التربة	m ²	12		
1.2	Supply and make reinforced concrete for 9 pillar thickness 30x30x length 140cm, 1: 3: 6, by 4 steal par 4 linea (Alasad), and fitting 1x1m thickness 15cm by 4 steal par 4 linea, distance 15 cm for both directions with slope and 3 drain valves توريد وعمل 9 عمدة مسلحة سمك 30x30 سم بارتفاع 140 سم بخلطة 1:3:6	m ³	5.2		
1.3	Supply and make reinforced concrete slab (3.5X3 m) on pillars as the base for the tank. 1: 3: 6 of concrete, by steel par 4 linea (Alasad) , distances 15 cm توريد وعمل صبة مسلحة سمك 15 سم . 1:3:6 بالسيخ 4 سم لينيه الاسعد بمسافات 15 سم بين السخيات فوق الاعمدة كقاعدة للخزان	m ³	2		
1.4	Supply and make reinforced 4 concrete walls 3.5 x2 and 3X2 thickness 20 cm , 1: 3: 6 by steel par 4 linea(Alasaad) , distances 15 cm for both direction for tank walls توريد وعمل صب مسلحة 1:3:6 سمك 20 سم بالسيخ 4 لينيه الاسعد بمسافات 20 سم بين السخيات في الاتجاهين لحوائط الخزان الارضى	m ³	5.8		
1.5	Supply and make plastering for above-ground tank walls and by cement mortar 1: 8 توريد وعمل بياض من الداخل بالمونة الاسمنتية 1:8	m ²	28		
1.6	Supply and make a cover by angle 2 inch and heavy iron plate(mohair) for the cover of the water tank, as per construction of ACF engineer توريد وعمل غطاء للخزان الاسمنتي بالزاوية 2 بوصة ، والصاج المحير مع البوهية المقاومة للماء ، حسب توجيهات مهندس المنظمة	pcs	1		
2.	Underground Water tank الخزان الارضي				
2.1	Excavating pit 3.5 m in length, 3 m in width, and 2 m in depth, and leveling the excavation output around the water tank حفر حفرة 3.5 طول 3 عرض، 2 عمق وتسوية التربة	m ³	21		
2.2	Supply and make concrete without steal spar (plan concrete) 15cm thickness, 1: 3: 6 of concrete in the bottom of pit - توريد وعمل صبة - ببيضاء 1:3:6 سمك 15 سم في قاعدة حفرة الخزان	m ³	1.6		
2.3	Supply and make reinforced concrete 20 cm thickness, 1: 3: 6 of, by steel par 3 Linea(Alasad) ,distances 15 cm for both direction توريد وعمل صبة مسلحة سمك 20 سم 1:3:6 بالسيخ 3 لينية الاسعد بمسافات 20 سم بين السخيات في الاتجاهين في قاعدة حفرة الخزان الارضى	m ³	2.1		
2.4	Supply and make reinforced concrete 20cm thickness, 1: 3: 6 by steel par 4 Linea (Alasaad) , distances 15 cm for both direction for pit walls توريد وعمل صب مسلحة 1:3:6 سمك 20 سم بالسيخ 4 الاسعد بمسافات 15 سم بين السخيات في الاتجاهين في حوائط الخزان الارضى	m ³	5.2		
2.5	Supply and make Plastering for underground tank walls and by cement mortar 1: 8 توريد وعمل بياض من الداخل بالمونة الاسمنتية 8:1	m ²	37		

2.6	Supply and make reinforced concrete 12cm thickness, 1: 3: 6 of, by steel par 3 linea(Alasad) , distances 12 cm for both directions for the roof of underground water tank توريد وعمل صبة مسلحة 1:3:6 سم بين السخيات فى الإتجاهين فى سقف حفرة الخزان الأرضي	m ³	2		
2.7	Supply and make a cover by angle 2 inch and heavy iron plate(mohair) for the cover of the water tank, as per construction of ACF engineer ، توريد وعمل غطاء للخزان الاسمنتي بالزاوية 2 بوصة ، والصاج المحير مع البوهية المقاومة للماء ، حسب توجيهات مهندس المنظم	pcs	1		
3	Elevated water tank - Qoz Al-Rief				
3.1	Supply and fabrication of 3 m height tower using H - SECTION size 18 cm for columns of tower and metallic 3×3 angle for cross and tower support and paint as per drawing. توريد وعمل أعمدة للخزان بارتفاع ثلاثة متر من الكمر 18سم مع دعامة من الزاوية 3×3 مع طلاء جميع اجزاء الاعمدة على حسب الرسومات المرفقة	Job	1		
3.2	Supply and install Fiber water tank (TIGA) capacity of 10,000 liter	pcs	1		
4	Water connection and water pumps توصيلات المياه والظلمبة				
4.1	Supply and connect water from Hafir to the cement elevation tank by HDPE pipe 2 inches, (long 35meter from after to cement elevation water tank) including all required fittings and accessories. . توريد وتوصيل خط المياه بطول 35 متر من الحفير الى الخزان الاسمنتي العلوى بمواسير 2 بوصة والسعر يشمل جميع ملحقات التوصيل	Job	1		
4.2	Supply and connect water from cement elevation tank to underground and elevation tank by metallic Galvanized pipe 2 inch , (Distance 15 meter) the price include connection fittings and accessories . توريد وتوصيل خط المياه بطول 15 متر من الخزان الاسمنتي العلوى الى الخزاني الأرضي والصهريج بمواسير 2 بوصة والسعر يشمل جميع ملحقات التوصيل الطالعة النازلة فى الخزان والصهريج قلفانيز 2بوصة	Job	1		
4.3	Supply and install centrifugal pump (2 KW), flow rate of 20 meters per hour, AC/CD, head 50m made in Italy with all accessories connection. The pump is to be operated by solar power. توريد وتركيب ظلمبة طرد مركزي إيطالية الصنع إنتاجية 20متر في الساعة . الظلمبة تعمل بالطاقة الشمسية	pcs	2		
4.4	Supply materials and install distribution point 1×2×1.20 m with 4 faucet(tap) good quality., apron, drainage,sackway pit and connected water from water tank توريد وتركيب وتشبيد مباح به 4 مواسير النوعية الجيدة وغراب 1×2×1.20 م مع التصريف الجيد للمياه وتوصيل خط مياه 2بوصة من الصهريج للمباح	Job	1		
4.5	Supply and install stand tap, 2-inch galvanized pipe, height 2 m. with concrete support (1X0.4X0.4 m) with all required fittings and accessories. توريد وبناء غراب من المواسير القلفانيز ، 2 بوصة . مع بناء حول الماسورة (1*0.4*0.4 م) مع كل الملحقات المطلوبة	Job	1		
5	Solar الطاقة الشمسية - Qoz Al-Rief				
5.1	Supply materials and install PV Solar panel modules'-Si – 550 W(should meet IEC/EN61215&61730 standards)- with junction box. Vendor to submit detailed specifications) توريد وتركيب الواح طاقة شمسية	pcs	6		

5.2	Supply materials and install cable wire 4x10mm ² and switch box/control box/Inverter 1.5KW On/Off with metallic enclosure توريد وتركيب مفتاح للموتور والسعر يشمل توفير الكيبل والسلك	pcs	1		
5.3	Install system earthing, lightning protection (diameter of 50cm and length of 100cm, piece of copper and coal with salt.	Job	1		
5.4	Supply and install support structure corrosion, bolted type for all modules needed with high stand the support fixed two lines as per Engineers instruction توريد ولحام وتوفير زاوية مضادة للصدأ لألواح الطاقة الشمسية فوق الصهريج	Job	1		
5.5	Welding of solar modules with good quality painted angle for protection	Job	1		
5.6	Supply and install gabion fence 20×15 by circle pipe 2 inches, 3 mm thickness, height 3 m (0.7 m under GL and 2.3 m above GL), 2 m distance between pipes and tightening the top, mid and base of wire by steel par 3 linea and paint pipes توريد وتركيب سور بطول 15×20 متر من المواسير المدورة 2 بوصة ن سمك 3 مم والسلك القابون وابعاد كل مترين بين المواسير وشد السلك من الاعلى, الادنى والوسط بالسبخ 3 لينييه مع طلاء المواسير	ML	70		
	TOTAL Cost				

Lot#3:**BoQ for Hafir Rehabilitation in Um Alkhirat - At Tadamon locality South Kordofan**

#	Item Description	Unit	Qty	Unit Price	Total price
1	Hafir fence				
1.1	Manufacture of gate 3mx1.5m from iron angle original one	pcs	1		
1.2	Manufacture new door 2x1.5m from square pipe 3x6 inches and six bands	pcs	1		
1.3	Supply and installation of gabion wire (10x1.5m) of good quality for Hafir fence 230m. Reconstruction of Hafir embankment with a good degree of compaction.	ML	230		
1.4	Refilling and repairing the broken area and compaction the barrier in the main inlet according to distance.	m	100		
1.5	Clean the channel inlet and Excavation stilling pool 50x50x.5m from a super visual deposit from up downstream	Km	1		
2.	Operation system				
2.1	Supply and install 3” centrifugal pump Q= 30m ³ /h with total head 30m, with complete fitting and pump accessories including float, non-return valve, and flinches	pcs	1		
2.2	Supply and installation of diesel engine SHANFA 18 H with full accessories base and cooling system.	pcs	1		
2.3	Supply and installation of green Hose 3”, 40 m with horn and lower valve	m	40		
2.4	Supply and installation of green Hose 1” 20 m for return water	m	20		
3	Distribution water system				
3.1	Supply and installation of iron cast valve 3” with flinches, elbow, and nibble	pcs	1		
3.2	Supply and installation valve 2” original one	pcs	8		
3.3	Supply and installation valve 3” knife	pcs	1		
3.4	Supply and installation 10 tap 1 “with socket	pcs	12		
3.5	Installation of new water tap for filling donkey cart from rising main 2” including valve, elbow, nipple, union, green hose 2’ 10m, and so on	wp	1		
	TOTAL Cost				

Appendix 02: Supplier Questionnaire

Company Name: To fill out by Tenderer

Publication reference: SD-KH-00256

Company Name:	
Company Address:	
Contact Name:	
Contact Position / title:	
Contact Details (Phone / Email):	

Company Information:	
1	Is your company registered in SUDAN ? Please provide a copy of Registration.
2	When was it registered ?
3	Is your company part of an international company?
4	Do you have other offices / plants in the country ? Where ?
5	How many employees work for your company in-country ?
Financial Information:	
6	What is your yearly income in [] over the last 3 years:
	Last Year (N-1):
	Previous Year (N-2):
	Previous Year (N-3):
7	Can you provide audited Financial accounts upon request ?
8	Please provide a certificate of solvency issued by your Bank on the bank Letterhead (see template in Appendix)
Customer References:	
9	Have you worked in the past with Action Against Hunger (detail year and activity) ?
10	Please provide names and contacts of 3 customers (Humanitarian NGOs) to whom you have recently provided the same kind of products / services
11	Please provide names and contacts of 3 customers (public or private companies) to whom you have recently provided the same kind of products / services

Technical Capacity:		
12	What is your core activity ?	
13	What other products / services do you offer ?	
FOR TENDERS on SUPPLY OF PRODUCTS:		
14	Are you the manufacturer of the products presented in the offer?	
15	If yes: where is the manufacturing site located ?	
16	What is the production capacity ? (per week / month)	
17	If no, are you an official reseller for these products ? Please provide a copy of Dealer Registration.	
18	Do you have stocks ?	
19	Where are they located ?	
20	What is the average volume / value of your stock ?	
Delivery Capacity (for SUPPLY of PRODUCTS):		
21	Can you hold dedicated stocks for your customers ?	
22	Blue Nile, White Nile and South Kordofan?	
23	What is the average delivery leadtime for delivery after receipt of Action Against Hunger Purchase Order ?	
24	Do you have your own trucks / drivers for delivery ?	
25	Or do you work on a regular basis with a transport company ? (if so, please name it)	
FOR TENDERS on SERVICES:		
14	How many machines / equipment do you own ?	
15	Briefly present a similar service that you have recently provided to another customer	
16	How many specialist do you have in your team ?	
17	How long does it take in average to perform the rehabilitation ?	
18	Can you commit on a deadline for delivery (with penalties in case of delay) ?	
Warranty & Maintenance:		
19	What warranty can you offer on your products / services ?	
20	Can you provide original spare parts ?	
21	Can you supply original spare parts for 2 years after purchase?	
22	Please detail additional services you offer: maintenance ? service ? Technical support ? Repair ?	
23	If so, where do you provide such services ? In your facilities only or at the customer's ?	
Subcontracting		
24	Which products / services do you generally subcontract ?	
25	Which products / services would you specifically subcontract in Action Against Hunger project ?	
26	What are the names and Registration numbers of the companies you would subcontract to ?	

Documentation:		
27	Can you provide a detailed Bill of delivery for each delivery ?	
Financial Conditions:		
28	What is the validity of your offer ? (minimum 60 days):	
29	If you get awarded the Contract, will you offer fixed prices for 6 months / 1 year ?	
32	If not, what is the maximum price variation you can commit on (no more than 5% price increase, for instance) ?	
33	In which currency do you invoice your customers ?	
34	When do you issue the invoice ?	
35	When do you expect payment ?	

Appendix 03: DETAILED PRICING MATRIX

Lot # 1:

Description of article	Quantity	Unit of Measure	Currency	Unit Price	Total Price
Rehabilitation of Hafir -Goli and Aldweim	1	Hafir			
	Total price for Lot # 1:				

Price for delivery:	
Delivery Leadtime (in days or weeks):	
Is VAT included ?	

Validity of this offer (minimum 60 days):	
Commitment to offer fixed prices for 6 months if contract is awarded to your company ?	
Payment Conditions:	

Lot # 2:

Description of article	Quantity	Unit of Measure	Currency	Unit Price	Total Price
Rehabilitation of Hafir in Gerewa village, Blue Nile	2	Hafir			
Total price for Lot # 1:					

Price for delivery:	
Delivery Leadtime (in days or weeks):	
Is VAT included ?	

Validity of this offer (minimum 60 days):	
Commitment to offer fixed prices for 6 months if contract is awarded to your company ?	
Payment Conditions:	

Lot # 3:

Description of article	Quantity	Unit of Measure	Currency	Unit Price	Total Price
Rehabilitation of Hafir in Gerfa and Um khirat villages – South Kordofan	2	Hafir			
Total price for Lot # 1:					

Price for delivery:	
Delivery Leadtime (in days or weeks):	
Is VAT included ?	

Validity of this offer (minimum 60 days):	
Commitment to offer fixed prices for 6 months if contract is awarded to your company ?	
Payment Conditions:	

Appendix 04 : BANK CERTIFICATE

Document to be copied by the BANK on its own Letterhead paper.

SOLVENCY CERTIFICATE

I undersigned(name).....

Acting in my quality of(position in bank).....

On behalf of Bank(bank Name).....

Having its registered address(bank address).....

And fully authorized to represent it,

Hereby certify that(Company name).....

Having its registered office in(Company address).....

And legally represented by(Company rep).....

Owens a company bank account in our bank agency.

I also certify that this company is solvent, that the company has not filed for bankruptcy and is not in a process of receivership or liquidation.

Appendix 05:

Action Against Hunger's GOOD BUSINESS REGULATIONS

These Good Business Regulations are the ground for a professional working relationship between Action Against Hunger and the suppliers.

They are general regulations valid unless others particular conditions are mentioned in the contract. In case of conflicting terms within documents, the conditions of the contract or tender dossier will prevail on these Good Business Regulations.

I. Principles of the procurement procedures

Action Against Hunger has transparent procedures to award markets. Essential principles are

- *Transparency* in the procurement process
- *Proportionality* between the procedures followed for awarding contracts and the value of the markets
- *Equal treatment* of potential suppliers

Usual criteria to select a supplier are:

- Authorisation to perform the market
- Financial and economic capacities
- Technical expertise
- Professional capacities

Usual criteria to award markets are:

- Automatic award (the cheapest offer complying with all requirements)
- Best value for money (price/quality ratio)

II. Misbehaviour, ineligibility and exclusion

Action Against Hunger considers the following misbehaviour as a valid ground for a systematic exclusion of an awarding market procedure and for the termination of all working relationship and contracts:

- **Fraud** defined as any intentional act or omission relating to:
 - The use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of Action Against Hunger or institutional donors funds
 - Non-disclosure of information, with the same effect
 - The misapplication of such funds for purposes other than those for which they were originally granted
- **Active corruption:** to deliberately promise or give an advantage to an official for him/her to act or refrain from acting in accordance with his duty in a way which damages or is likely to damage Action Against Hunger or institutional donors financial interests
- **Collusion:** the co-ordination of firms competitive behaviour, with the likely result that prices rise, output is restricted and the profits of the colluding companies are higher than they would otherwise be. Collusive behaviour does not always rely on the existence of explicit agreements between firms, but can also be tacit.

- **Coercive practice:** harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
- **Bribery:** to offer Action Against Hunger employees monetary or in kind gifts in order to gain additional markets or to continue a contract
- **Involvement in a criminal organisation** or any other **illegal activity** established by a judgement, by the US Government, the European Union, the United Nations or any other donor funding Action Against Hunger.
- **Immoral Human Resources practices:** exploitation of child labour and the non-respect of basic social rights and working conditions of employees or subcontractors

Action Against Hunger will exclude from a procurement procedure any candidate or tenderer falling into one of the following cases:

- To be **bankrupt** or to be wound up, to have affairs administered by the courts, to have entered into an arrangement with creditors, to have suspended business activities, to be 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
- To have been **convicted of an offence** concerning professional conduct by a judgement that has the force of *res judicata*
- To have been **guilty of grave professional misconduct** proven by any means that Action Against Hunger can justify
- To have not 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 they are established or with those of the country where Action Against Hunger mission is operating or those of the country where the contract is to be performed
- They have been the **subject of a judgement** that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests
- To have been declared to be in **serious breach of contract** for failure to comply with their contractual obligations in another previous procurement procedure

Action Against Hunger will not award contracts to candidates or tenderers who, during the procurement procedure:

- Are subject to a conflict of interest
- Are guilty of misrepresentation in supplying the information required Action Against Hunger as a condition of participation in the contract procedure or fail to supply this information

III. Administrative and financial sanctions

In the event a supplier, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices Action Against Hunger will impose:

- **Administrative sanctions:**

Administrative sanctions are the official notification of the misconduct to the relevant civil or commercial authorities and the immediate termination of all existing working relationships.

- **Financial sanctions:**

Action Against Hunger will request the reimbursement of the cost linked directly and directly to the conduct of a new tendering process or market award. If any, the tender or performance guarantee will be kept by Action Against Hunger.

IV. Information of and access for the Donors

Action Against Hunger will inform immediately the Institutional Donors and will provide all the relevant information in the event a supplier, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices.

Furthermore, the contractors agree to guarantee a right of access to their financial and accounting documents to the representatives of Action Against Hunger's institutional donors for the purposes of checks and audits.

V. Documents to be a supplier

Hereafter is the minimal documentation a contractor working with Action Against Hunger will have to provide:

- Personnel national ID document of the supplier/company representative
- Status and registration of the company
- Mission order or power of attorney authorising the representative to contact

Important note: Additional documentation may be required for a particular market.

In addition the contractor must have the capacity to issue invoices, receipts and waybills (or delivery notes), to provide a tax clearance certificate and certify documents with an official stamp.

VI. Anti-Corruption Policy

If you believe that the action of anyone (or a group of people) working or volunteering for Action Against Hunger programs is responsible for violating the above rules, you should file a report through the Whistle-blower Email Hotline.

In order to enable the treatment, reports should give as precise information as possible; your name and contact are optional but encouraged. All reports are treated confidentially to the extent permissible by law. Action Against Hunger will use all reasonable efforts to preserve the confidentiality of the whistle-blower and to protect whistle-blowers against any possible retaliation. Reports are to be sent as follows: **[each HQ to insert their Whistle-blower email, phone or mail process]**:

TO BE FILLED OUT BY THE BIDDER

I, undersigned*representative name*..... representative of ...*company name*..... certified that I have read and understood these regulations.

On behalf of the company I act for, I accept the terms of Action Against Hunger Good Business Regulations and I commit to achieve the best performances in the event*company name*..... is awarded a market.

By signing, I certify that*company name*..... has not provided, and will take all reasonable steps to ensure that it does not and will not knowingly provide material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or immoral Human Resources practices, such as the use of Child labour or overriding basic social rights and work conditions or the standards defined by the International Labour Organisation (ILO), particularly in terms of non-discrimination, freedom of association, payment of the legal national minimum wage, no forced labour, and the respect of working and hygiene conditions .

Last, I hereby certify that *company name* is not involved in any pending lawsuit, claim or action in the Company's name, or on behalf of any other person or entity, against the Company, regarding fraud, corruption, bribery or any illegal activity, and has not been convicted guilty of such practices at any time.

All the supplier's responsibilities mentions in this document extend to any supplier affiliates and subsidiaries.

Name:

Date:

Position:

Stamp:

Signature:

Appendix 06: BANK CERTIFICATE

This “Statement of Integrity” shall be an annexe to all consultancy contracts signed under AFDAgreement CZZ.1871.01.E.

Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the Bid : **SD-KH-00256 Invitation to Tender for Hafirs Rehabilitation in White Nile , Blue Nile and South Kordofan**

To:

1. We recognise and accept that *Agence française de développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which it has entered into with the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our subcontractors. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the contract procurement and its subsequent performance.
2. We hereby certify that neither we nor any other member of our joint venture or any of our subcontractors are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2) having been convicted, within the past five years by decision of a court decision, which has the force of *res judicata* in the country where the project is implemented, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of a contract¹;
 - 2.3) being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4) having committed serious professional misconduct within the past five years during the procurement or performance of a contract;
 - 2.5) not having fulfilled our obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of either the country where we are established or the Contracting Authority's country;
 - 2.6) having been convicted, within the past five years by a court decision, which has the force of *res judicata*, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of an AFD-financed contract;
 - 2.7) being subject to an exclusion decision of the World Bank since 30 May 2012, and being listed on the website <http://www.worldbank.org/debarr>^{2, 2};

¹ In the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this AFD-financed contract.

² In the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this AFD-financed contract.

- 2.8) having committed misrepresentation in documentation requested by the Beneficiary as part of the contract procurement procedure.
 3. We hereby certify that neither we, nor any of the members of our joint venture or any of our subcontractors are in any of the following situations of conflict of interest:
 - 3.1) being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.2) having a business or family relationship with a Contracting Authority's staff involved in the selection procedure or the supervision of the resulting contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.3) being controlled by or controlling another bidder or being under common control with another bidder, or receiving from or granting subsidies directly or indirectly to another bidder, having the same legal representative as another bidder, maintaining direct or indirect contacts with another bidder which allows us to have or give access to information contained in the respective bids, influencing them or influencing decisions of the Contracting Authority;
 - 3.4) being engaged in a consultancy activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
 - 3.5) in the case of a works or goods procurement procedure:
 - i. having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation that are subject of the bid;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this contract;
 4. If we are a government-owned entity, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
 5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
 6. In the context of procurement and performance of the contract:
 - 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit.
 - 6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit.
 - 6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies, (ii) any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a public officer by the national laws of the Contracting Authority, an undue advantage of any kind, for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity.
 - 6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any private person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage
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of any kind, for himself or another person or entity for such private person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.

- 6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings.
- 6.6) Neither we nor any of the members of our joint venture or any of our subcontractors shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France.
- 6.7) We commit ourselves to comply with and ensure that all of our subcontractors comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures such as specified in the environmental and social management plan or, if appropriate, in the environmental and social impact assessment notice provided by the Contracting Authority.
7. We, as well as members of our joint venture and our subcontractors authorise AFD to inspect accounts, records and other documents relating to the procurement and performance of the Contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of _____

Signature: _____

Duly empowered to sign the bid in the name and on behalf of³ _____

³ In case of joint venture, insert the name of the joint venture. The person who will sign the bid on behalf of the bidder shall attach a power of attorney from the bidder.