

ANNEX A – TERMS AND REFERENCES

Subject: Construction of Soakaway Well– Al Buluk Hospital
Project: Omdurman
Date: 9th August 2025



Article 01 Description of works

The project involves the excavation/digging and construction of one soakaway well at Al Buluk Hospital, located in the Omdurman Karrari locality. A total depth of 40 meters (Depending on Aquifer depth) and a diameter of 2.6 meters, is designed to handle wastewater infiltration in compliance with MSF standards. It will be connected to the hospital's drainage system.

A complete description of the works can be found in the 'Tender Package' (Annexes B, C, D). The Client of the Project is Médecins Sans Frontières – Operational Centre Amsterdam (MSF OCA).

Article 02 Eligibility and qualification requirements

2.1 Company fact sheet

All quotations submitted shall include a company fact sheet including the following information.

- Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the Company
- The list of proposed subcontractors and equipment to implement the Works.
- List of Engineer in charge to be assigned to the project along with CV

2.2 Project information

All quotations submitted shall include information of at least **2** projects of comparable complexity in the last **2** years, including:

- Photos of the project
- Description of the project
- The Contact information of the client.

MSF is allowed to visit the construction projects and contact the client. The bidder will make arrangement if requested by MSF.

2.3 Bill of Quantity

All quotations submitted shall include a 'Bill of quantity' which details all materials, works and costs needed to realise the structure described in the tender package (Annexes B, C, D)

2.4 All quotations submitted shall include an 'Equipment list', which details the manufacture, model and specifications of all materials and equipment which will be used to complete the works

Article 03 Conflict of interest

- 3.1 A Bidder, and all parties constituting the Bidder including sub-contractors, shall not have a conflict of interest.
- 3.2 All Bidders found to have a conflict of interest shall be disqualified.
- 3.3 A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the MSF this bidding process.

Article 04 Joint Ventures, Consortia and Associations

Bids submitted by a joint venture, consortium or association of two or more firms as partners shall not be accepted

Article 05 One Bid per Bidder per work

Each Bidder shall submit only one Bid per contract. A Bidder who submits or participates in more than one bid per contract will cause all the bids with the Bidder's participation to be rejected.

Article 06 Traveling and other costs

The bid is including all cost including tax and travel costs like flights, car rental and sleeping accommodations

Article 07 Cost of quotation

The Bidder shall bear all costs associated with the preparation and submission of his Quotation and 'MSF' will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Quotation process.

Article 08 Site visit

- 8.1 A site visit can be organised for all Bidders. The date and time will have to be discussed by 'MSF' representative, mentioned above.
- 8.2 Upon approval by 'MSF', the Bidder can examine the Work site and their surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the Quotation and entering into the Subcontract. The costs of visiting the sites shall be at the Bidder's own expense.

Article 09 Language of quotation

The Quotation prepared by the Bidder and all correspondences and documents relating to the Quotation shall be written in the English language.

Article 10 Quotation prices

- 12.1 Unless stated otherwise in the Quotation documents, the contract shall be for the whole Works as described on the contract. The Bidder shall fill in rates for all items Sudanese Pounds.
- 12.2 All duties, taxes and other levies payable by the contractor under the contract or any applicable law in Republic of Sudan shall be included in the total Quotation price submitted by the Bidder, and the evaluation and comparison of bids by 'MSF' shall be made accordingly.

Article 11 Price adjustment

The rates contained in the contract shall be fixed for the duration of the Works and shall not be subjected to adjustment on any account.

Article 12 Quotation validity

- 14.1 Quotations shall remain valid and open for acceptance for a period of 30 calendar days after the submission of the Quotation.

Article 13 Format and signing of quotations

- 15.1 The Quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the Bidder to the form of a written power of attorney. The person or persons signing the Quotation shall initial all pages of the requested documents.
- 15.2 The complete Quotation shall be without alterations, interlineations or erasures, except those to accord with instructions issued by 'MSF', or as necessary to correct errors made by the Quotation, in which case such corrections shall be initialled by the person or persons signing the Quotation.
- 15.3 No Bidder may participate in the Quotation of another for the same contract in any relation whatsoever.

Article 14 Sealing and marking of quotations

The Bidder shall seal his original Quotation, duly marking the envelope as specified at the cover page of the Quotation.

Article 15 Opening evaluation and comparison of quotations

- 16.1 After the confidential opening of Quotations, information relating to the examination, clarification, evaluation and comparison of Quotations and recommendations concerning the award of the contract shall not be disclosed to Bidders or other persons.

- 16.2 Any effort by a Bidder to influence 'MSF' in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of the Subcontract, may result in the rejection of the Bidder's Quotation.
- 16.3 To assist in the examination, evaluation and comparison of bids, 'MSF' may ask Bidders individually for clarification of their Quotations, including breakdowns on unit rates. The request for clarification and the response shall be in writing or verbal, but no change in the price or substance of the Quotation shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by 'MSF' during the evaluation of the Quotations.
- 16.4 In evaluating Quotations, 'MSF' will determine for each Quotation the evaluated Quotation price by adjusting the bid price by making any corrections for errors.
- 16.5 'MSF' reserves the right to accept or reject any variation, deviation or alternative offer. Variations, Deviations or alternative offers and other factors, which are in excess of the requirements of the Quotation documents or otherwise result in the accrual of unsolicited benefits to 'MSF', shall not be taken into account in Quotation evaluation.
- 16.6 'MSF' will award the contract to the Bidder who has effectively submitted the best Quotation in price, who has given a realistic duration of works, who has shown his capability and resources to carry out the works described.
- 16.7 Quotation processes shall exclude bids from all consultancies with any personal connections with the employees of 'MSF', or close family members of any such persons. If it is discovered subsequent to the signing of a contract that there exists any such connection, the contract shall immediately become invalid.
- 16.8 MSF reserves the right to reject all bids, and re-tender if no satisfactory bids are submitted.

Article 16 Client's right

'MSF' reserves the right to accept or reject any Quotation and to annul the Quotation process and reject all Quotations at any time prior to the award of the Subcontract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for 'MSF's action.

Article 17 Highest standards of ethics

- 18.1 MSF requires Employees, Bidders and Contractors, to observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of this, MSF defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the MSF, and includes collusive practices among Bidders prior to or after bid submission designed to establish bid prices at artificial, non-competitive levels and to deprive the MSF of the benefits of free and open competition;
- 18.2 In any case where fraud or corruption is identified, MSF will
- reject any bids where the Bidder has engaged in corrupt or fraudulent practices in competing for the Contract; and
 - remove bidding contractors who engage in fraudulent or corrupt practices, from our prequalified list
 - liaise with local authorities to report if fraudulent or corrupt practices are identified

Article 18 Award Procedure

- 19.1 MSF shall award the Contract in writing, with an Award Letter, to the Bidder whose offer has been determined to be the best, before the end of the bid validity period
- 19.2 Any bidder who has not been awarded a contract, will be notified in writing

Article 19 Signing of the contract

At the same time that 'MSF' notifies the successful Bidder that his Quotation has been accepted, 'MSF' will request the Bidder to sign the Contract and eventually start the work on a date to be determined, within one week of the contract being awarded.