**بسم الله الرحمن الرحيم**

**منظمـــــة برا كتكـــــال آكشــــن – الســــــــودان**

**التاريخ: 31 يناير 2022**

**رقم العطاء: FASH-KRT-SDN36093-01-22-PR006**

**تقديم دراسة استشارية و فنية لاعادة تاهيل خزان مياه بقرية ودعة - بمحلية كلمندو في بولاية شمال دارفور**

**براكتكال آكشن منظمة دولية متفردة بإستخدامها أفكارا خلاقة ومبتكرة لتحويل واقع الإنسان في الدول النامية إلى الأفضل، نعمل فى مكاتب إقليمية فى المملكة المتحدة، أفريقيا، آسيا، و أمريكا الاتينية.بدأت منظمة براكتكال آكشن العمل فى السودان و تم تسجيلها بصفة مستقلة كمنظمة دولية غير حكومية في العام ١٩٩٢، للمنظمة مكاتب وبرامج في ولايات شمال دارفور، كسلا و النيل الازرق.**

**ترغب منظمة براكتكال اكشن من الموردين والمقاولين الشركات الاكفاء بتقديم عروضهم تقديم دراسة استشارية و فنية لاعادة تاهيل خزان مياه بقرية ودعة - بمحلية كلمندو في بولاية شمال دارفور. وفقا للشروط و المواصفات الواردة بكراسة على المتقدمين للعطاء ارفاق المستندات الموضحة ادناه:**

**1/ الســيرة الذاتية للشركة**

**2/ شهادة مقدرة مالية بتاريخ السنة المالية للعطاء.**

**3/ صورة من شهادة خلو طرف من الضرائب بتاريخ السنة المالية, ومن يرسو عليه العطاء ملزم باحضار الاصل.**

**4/ شهادة تسجيل من المسجل التجاري .**

**5/ شهادة تسجيل ضريبة على القيمة المضافة.**

**6/ كشف حساب بنكى لاخر ستة اشهر حتى تاريخ العطاء.**

**7/ ملء وارفاق كراسة العطاء مشتملة على كل التفاصيل المطلوبة.**

**8/ خطاب مروس من الجهة المتقدمة للعطاء معنون لمنظمة براكتيكال اكشن يحتوى على (تاكيد نوع وكميات الخدمة المطلوبة / المبلغ الكلى للعطاء شامل القيمة المضافة/الزمن المقرر لاكتمال تقديم الخدمة فى الموقع/ اسم وعنوان وتلفون وتوقيع الشخص المفوض من قبل الجهة المتقدمة للعطاء).**

**9/ تقدم المستندات اعلاه فى ظرفين منفصلين وفرز العرض الفنى عن العرض المالى كما موضح فى الفقرة 11 ادناه. وغلاق المظاريف بالشمع الاحمر ومكتوب عليه (مرفق استيكر- هذه البيانات و يجب ان يلصق على ظرف العطاء). والكتابة على المظاريف وتوضيح رقم العطاء/اسم العطاء /نوع العرض داخل كل مظروفوتوضيح اسم مقدم العطاء و عنوانه و ارقام الهواتف.**

**10/ كل ظرف يجب ان يحتوى على عطاء واحد فقط بمعنى عدم التقديم لاكثر من عطاء فى ظرف واحد.**

**11/ يجب على الراغبين فى التقديم فصل العرض المالى من العرض الفني فى ظرفين كمنفصلين وتوضيح المحتوى (العرض المالى) والاخر (العرض الفنى) لوجود لجنتين مختلفتين للتقييم المالى واخرى منفصلة للتقييم الفنى.**

**12/ المستندات المقدمة للعطاء لاترد.**

**13/ اى متقدم غير مستوفى للمتطلبات اعلاه يستبعد من المنافسة.**

**للحصول على كراسة العطاء (مجاناً) يرجى الاتصال بالمنظمة اثناء ساعات العمل من الساعة 8:30 صباحاً حتى الساعة 2:30 مساء بمقر المنظمــــة بالخرطوم المعمورة مربع 72 مبنى رقم 12 (شـــارع مدني مع تقاطع الستين شمال مكتب ضرائب المعمورة) وجنوب غرب برج شركة زين للإتصالات تلفونات: 0155661960 0912140393 - - 0914330199 او بمكتب المنظمة بالفاشر تلفون :- 155662472-1556619590912513017**

**اخر موعد لتسليم العطاءات 27 فبراير 2022 الســـــاعة الثانية نهارا بمـــقر المنظمة بالخرطوم او مكتب الممنظمة بالفاشر .**

**المنظمة غير مقيدة بقبول أعلى أواقل عطاء.**

**أولأ/ شروط العطاء:**

1. **احضار ملف الشركة لمعاينته بواسطة لجنة تأهيل الموردين لاضافته لكشف الموردين الخاص بالمنظمة.**
2. **يجب توفير الضمانات اللازمة لتنفيذ و توريد كل الاعمال المتفق عليها فى العقد بالمعايير و الجودة المتفق عليها.**
3. **علي المتقدم ان يوضح في عطاءه الأسعار بالدولار الامريكي او ما يعادله بسعر البنك فى زمن تسليم العطاء وان تكون الاسعار شاملة لضريبة القيمة المضافة ، وفي حال رسو العطاء لأى من المتقدمين يجب عليه تقديم فاتورة نهائية مختومة بختم الضرائب**
4. **الأسعار يجب ان توضح على جداول الكميات و المواصفات وان تكون مختومة بختم الجهة المتقدمة للعطاء.**
5. **يجب ان تكون الاسعار الموضحة بجدول الكميات و المواصفات سارية المفعول لمدة 90 يوم من تاريخ تقديم العرض.**
6. **ستتم مراجعة الاسعار بصورة دورية للتاكد من مواكبة الاسعار المقدمة للسوق.**
7. **يجب على المتقدم الرجوع الى شروط المناقصة والمواصفات قبل التقديم.**
8. **اي كشط او تعديل في الاسعار الموضحة فى جداول الكميات و المواصفات غير موقع ومختوم بواسطة المتقدم بالعطاء يحرمه من دخول المناقصة .**
9. **لجنة فرز المناقصات لها الحق كاملاً في الغاء المناقصة متى ما رأت ذلك ضروريا او لاي اسباب اخرى فنيه تراها اللجنة.**
10. **على الراغبين تقديم العطاءات في ظروف مقفولة و مختومة بالشمع الاحمر توضع في صندوق المناقصات بمكاتب المنظمة بالعناوين الموضحة ادناه.**
11. **للحصول على كراسة العطاء (مجاناً) يرجى الاتصال بالمنظمة اثناء ساعات العمل من الساعة 8:30 صباحاً حتى الساعة 2:30 مساء بمقر المنظمــــة بالخرطوم المعمورة مربع 72 مبنى رقم 12 (شـــارع مدني مع تقاطع الستين شمال مكتب ضرائب المعمورة) وجنوب غرب برج شركة زين للإتصالات تلفونات: 0155661960 0912140393 - - 0914330199 او بمكتب المنظمة بالفاشر تلفون :- 155662472-1556619590912513017**
12. **اخر موعد لتسليم العطاءات 27 فبراير 2022 الســـــاعة الثانية نهارا بمـــقر المنظمة بالخرطوم او مكتب الممنظمة بالفاشر . ولن تقبل اي عطاءات بعد التاريخ و الزمن المحددين.**
13. **الرجاء ملْ اخطار المناقصة المرفق (فورمات المناقصة المعيارية) لتوحيد مواصفات العطاء لكل الموردين المتقدمين للمنافسة وفصل العرض المالى عن العرض الفنى فى مظروفين مختلفين مغلقين بالشمع الاحمر وعدم توضيح الاسعار فى العرض الفنى لوجود لجنتين مختلفتين لتحليل البيانات ودراسة العروض المقدمة .اى عطاء لايحتوى على العرضين مفصولين عن كراسة العطاء المكتملة سوف يبعد من المنافسة.**
14. **في حالة عدم تقديم الموردين المعتمدين بكشف المنظمة يرجى الاعتذار كتابة مع رد مستندات العطاء ، وفي حالة الاخلال بهذا الشرط سوف يتم استبعاد المورد من كشف الموردين الخاص بالمنظمة.**
15. **للمنظمة الحق في أضافة كميات جديدة أوتقليل عدد المرافق الموصوفة في جدول الكميات وبنفس أسعار العقد في زمن تنفيذ العقد.**
16. **علي المتقدم فى حالة مخالفة المواصفات المطلوبة و المنصوص عليها في كراسة العطاء ذكر ذلك كتابة و تفصيلا لتوضيح اسباب التقديم بعرض مخالف للمواصفات.**
17. **للمنظمة الحق في التعاقد مع مورد واحد أو أي عدد من الموردين حسب ما تراه مناسبا لها .**
18. **للمنظمة الحق في مراجعة الوحدات الموردة و التأكد من جودة تنفيدها ومطابقتها للمواصفات المطلوبة**
19. **للمنظمة الحق في رفض استلام اي وحدة من الوحدات المتفق عليها فى العقد غير مطابق للمواصفات المطلوبة حسب شهادة المختصين ممن تكلفهم المنظمة بالإستلام علي أن يتحمل المورد اى خسارة تنتج عن ذلك وتخصم من حسابه طرف المنظمة.**
20. **يتم الدفع حسب شروط العقد المتفق عليها وتحرر شهادة استلام بذلك طبقا للمواصفات المرفقة مع المناقصة والتقييم الفنى.**
21. **من يرسو عليه العطاء ملزم بملْ معلومات رقم حسابه البنكى كتابة لتحويل قيمة العطاء بصورة صحيحة و المنظمة غير مسؤلة عن اى خطأ ينتج من المورد فيما يختص برقم حسابه.**
22. **من يرسو عليه العطاء ملزم بتوقيع اشعار استلام سياسات المنظمة (مرفق) فيما يتعلق بملئ استمارة تقييم (الشركاء والموردين ومقدمى الخدمات) وارجاعها للمنظمة لاكمال ملف المورد قبل اجراءات الدفع, وسيايات المنظمة الاخرى المتعلقة بالالتزام بالنذاهة ومناهضة و مكافحة الرشوة والغش والاختلاس وذلك لضمان و تاكيد التزام المنظمة وكل الشركاء والاطراف التى تتعامل معها المنظمة من موردين ومقدمى خدمات ملتزمون بتطبيق هذه السياسات وان اى خصم فى قيمة السلع او الخدمات من قبل المورد يجب ان يوضح كتابة لعدم اهدارموارد المنظمة و تقليل التكاليف لاقصى حد لفائدة برامج ومشاريع عمل المنظمة.**
23. **المنظمة غير ملزمة بقبول أدني أو إي عطاء آخر ولها حق رفض أي عطاء حسب لوائح المنظمة .**
24. **على من يرسو عليه العطاء احضار اى كاتلوجات ان وجدت لمعاينتها من قبل الجهة الفنية لاعتمادها قبل الشروع فى عملية التوريد و التنفيذ.**
25. **من يرسو عليه العطاء يلتزم بترحيل كل المواد و الاصناف المتفق عليها فى العقد الى مواقع تنفيذ العقد فى في ولاية شمال دارفور دون اى تأخير, التأخير غير المبرر يؤدى الى الغاء العقد الموقع بين المنظمة و المورد دون اى قيد او شرط.**
26. **تتم عملية التسليم و التسلم النهائية بعد بعد التاكد من توافق المواد الموردة والخدمة مع المواصفات المطلوبة بحسب الراى الفنى للمختص من طرف المنظمة.**
27. **لضمان تنفيذ سياسة عدم تضارب المصالح -على المتقدمين للعطاء توضيح ما اذا كانت لكم اى صلة قرابة باى من الموظفين التابعين لمنظمة براكتيكال اكشن حاليا او سابقا ( ان وجد الرجاء زكر الاسم وصلة القرابة).**
28. **من يرسو عليه العطاء يلتزم بتدريب الفنيين العاملين بالمشروع و المستفيدين على التشغيل و الصيانة اثناء عملية التنفيذ.**
29. **المستندات المقدمة من قبل الموردين لا ترد .**

**ثانيا: المرجعية وجداول الكميات للعرض المالى:**

**-الرجاء استخدام هذه الكراسة للعرض المالى فقط**

**- (واستخدام فورمات العرض الفنى المرفقة لتسليم العرض الفنى منفصلا فى ظرف مغلق بالشمع الاحمر وموضح عليه نوع العرض الموجود داخل الظرف) ودراسة طرق ومعايير اختيار المورد المرفقة.**

**Terms of Reference (ToR)-PR006**

**Provision of assessment and studies for Wadaa dam**

**Background**

The Wadi El Ku Catchment Management Project-Phase II (WEK-II) seeks to achieve sustainable improvements in agricultural and related livelihoods through the improved management of natural resources – mainly water, but also soils and forests.

Following the successful implementation of the first phase of the Wadi El Ku Catchment Management Project with financial support from the European Union, the second phase of UNEP’s Wadi El Ku Catchment Management Project will continue to demonstrate how effective and inclusive natural resource management, based on UNEP’s experience in Sudan in Integrated Water Resources Management (IWRM) and in catchment based natural resources management, can improve relationships over natural resources, therefore contributing to peace in a conflict affected region. The project will also improve livelihoods through enabling sustainable increases in agriculture and related value chain productivity. Participating communities will achieve sustainable increases in agricultural and related value-chain production through the rehabilitation and improved management of land, forest and water resources. UNEP’s convening power will continue to bring communities and disparate sectoral institutions together to rebuild relationships over natural resources, thereby contributing to peace. The intent is to refine and strengthen the model for inclusive and effective catchment management developed under Phase 1, which demonstrated a positive impact on the environment and livelihoods, as well as on relationships over resources. This model can be scaled up and replicated elsewhere in Darfur and Sudan.

Thus, UNEP Sudan has received additional funding from the European Union to continue the catchment management and livelihoods project in the Wadi El Ku catchment in North Darfur. The project will continue to strengthen livelihoods and achieve sustainable increases in agricultural and related value-chain production in a wider area of the wadi from Umsayala upstream to Wada’a downstream (about 180 km) through the rehabilitation and improved management of its land, forest and water resources.

The project will achieve this outcome by applying UNEPs knowledge and experience with environmental governance and integrated water resource management to the natural resource management challenges of Wadi El Ku. Concretely, the project will continue to grow and refine a catchment management system in the project area, which brings government and communities together for joint decision making over natural resources. The project will also take actions that open up and improve livelihood options and practices for farmers, agro-pastoralists and pastoralists living in or migrating through Wadi El Ku. It will help these communities to better manage their soil, water and forest resources, and to address the growing soil erosion and land degradation problem in the area. In addition, the project will use these activities to strengthen community-based decision-making and peacebuilding around natural resource management issues, and to promote community participation in an improved system of integrated catchment management and governance. Another area of emphasis will be to strengthen data driven decision-making, through focusing on generating the data and science needed to improve decision-making around water resources in the wadi. Finally, state government’s involvement will continue to be promoted, building on the capacity building programme implemented under Phase 1, to better support, scale up and replicate integrated and inclusive catchment management, at both the technical and policy levels. The project will continue to pay attention to the documentation of successes and lessons learned during implementation, with a view to informing the development of a general model of catchment management that will have wider application in the region and the country.

The WEK-II objectives are: Improve natural resource use and management in Wadi El Ku. As well as communities apply improved techniques in natural resources management and agriculture. With an overall impactof establishing climate resilient livelihoods and reducing natural resource conflicts as well as displacement due to loss of livelihoods in North Darfur.

The system of catchment management will be underpinned by UNEP’s understanding and experience of integrated water resource management. IWRM demands a holistic approach to water resource management, which takes account of the views and needs of all stakeholders, while being well informed by good science and considerations of environmental sustainability. In other words, IWRM is essentially an inclusive decision-making process built on a foundation of good science.

During the planning process through participatory approach, communities prioritized water spreading structures (weirs) as community top issue in several village council within the project area. Some criteria were used to identify UNEP proposed interventions which comprise of three new water spreading weirs, one diversion canal, two repair structures. This ToR aims at conducting studies necessary for further development of these structures.

1. **Objectives**

The services to be rendered by the consultant under this ToR are aimed at providing comprehensive assessment necessary for revealing the functional status of an existing dam and conduct necessary studies to expand the embankment with new spillway and irrigation openings in Wadaa area including suggestions for rehabilitation, modification or redesign and construction. Specifically, the objectives are;

1. To conduct necessary assessment to the dam, spillway and embankment its crest, side slopes and foundation.
2. To conduct environmental and social impact assessment and prepare a complete and detailed EIA and community consultation report.
3. To conduct Geotechnical surveys and soil investigations for the selected sites and prepare a complete and detailed geotechnical and soil analysis report including construction material borrow areas.
4. To conduct topographical survey at the weir sites to produce necessary cross sections:
5. To conduct hydrological and hydraulics studies to determine the mean annual yield and maximum probable flood (MPF)
6. To produce bill of quantities for the rehabilitation or modification works
7. To design and produce drawings of the extended embankments with new spillway and irrigation opening and other necessary gates and outlet works and produce bill of quantities including any rehabilitation works on the existing dam and its components.
8. **Scope of Service**

The scope of work under this ToR consists of comprehensive assessment necessary for revealing the status of the dam, spillway and embankment which include and not limited to social and environmental impact assessment, geotechnical surveys and soil investigations, topographical survey, hydrological studies, rehabilitation works of the dam and its components including design of the embankment extension, bill of quantities, etc.

The main purpose of these assessment is to rehabilitate of modify the weir to perform its objectives properly.

* 1. **Assessment of the existing dam and extension**

The consultant shall conduct assessment on the embankment to reveal its status. The assessment aims to quantitatively evaluate the structural and engineering conditions of the dam and its spillway and embankments. The assessment should include the following components:

1. Crest  
The embankment crest should be evaluated for Cracks, Settlement, Erosion, Vegetation, etc.

2. Upstream slope, Downstream slope and toe

Assess the upstream/downstream slopes for Cracks, Settlement, Erosion, Slope stability, Sliding and Vegetation

1. Spillway  
   Assess the spillway for the following:

Channel obstructions, condition of side wall, condition of floor, capacity of the spillway, etc.

1. Seepage and/or leakage
2. The overall integrity and functionality of the dam  
   1. **Environmental and social impact assessment**

The consultant shall conduct environmental and social impact assessment to deliver an approved EIA report that is developed in accordance with Government EIA requirements, with information including, but not limited to the following:

* + - Whether and/or how the construction of weirs would not cause degradation of the river habitat along the catchments
    - Social and environmental impacts (including but not limited to equity and gender issues) through the construction of the weirs and the surrounding communities understanding and acceptance/feedback regarding the risks.
    - Suggested mechanisms and plans to mitigate and/or monitor potential risks during project implementation
    - Concerns related to land tenure associated with weir construction

The consultant shall conduct Community Consultations in all communities directly or indirectly affected by the construction of weirs. The objective of the consultation should include (but not limited to):

* + - Sharing information gathered from environmental and social impact assessment
    - Feedback and reflection on any risks/impacts not included in the assessment (including risks and impacts that may be particular to women, children, and any other vulnerable groups)
    - Feedback and recommendations on how to mitigate/avoid potential risks (including strategies that may be particular to women, children, and any other vulnerable groups)

The consultant shall deliver a report on community consultations, with information regarding, but not limited to:

* Participant list (gender disaggregated)
* Agenda and topics of discussions
* Summary or key discussion points
* List of recommendations and inputs (including those particular to women, children and vulnerable groups)
  1. **Geotechnical surveys and soil investigations**

The consultant shall drill at least three (3) test pits for a depth not less than 2m to be decided on site at locations selected by the UNEP/PA engineer to show the foundation conditions at certain locations namely; at wadi bed level i.e maximum section of earth fill embankment, at the wadi right bank and at the wadi left bank abutment. This should be repeated at each of the three sites.

Field tests of undisturbed soil samples should be collected at 0. 5 m interval to produce soil profiles for the test pits at different locations.

The Consultant shall produce a detailed geotechnical report containing the field exploration data, laboratory testing results, evaluations, recommendations, calculations and descriptive supporting text. Information in the report shall include, but not be limited to:

1. Existing geotechnical (e.g. surface and subsurface) conditions of the site. Laboratory test results of the existing site surface samples should be taken at the intervals specified by the UNEP/PA Engineer.
2. Subsurface (substrata) exploration logs, location of exploration points, soil bearing capacity, etc. and recommendations.
3. Conducting all field and laboratory tests for determining the strength and compressibility characteristics of the soil. This should include:
4. Conduct the laboratory examinations to define the physical/mechanical characteristics of the soil’s layers. The examinations need to include:

* Classification laboratory investigations

1. Grain size distribution;
2. Specific gravity;
3. Limits of consistency;
4. Natural moisture content;
5. Bulk density in natural condition;
6. Organic materials and carbonates.

* Strength characteristics

The strength parameters of the soil materials to be determined using direct shearing test on undisturbed or modeled samples (modeled in natural conditions) with dimensions of 60x60x20mm and using three axial compression on consolidated undrained type with cellular pressures of 100, 200 and 400 kN/m2.

* Compressibility characteristics

The compressibility characteristics of the soil materials to be determined using edometar test on undisturbed cylinder samples with diameter of 70 and 100 mm with different levels of loading: 50, 100, 200, 400, 50, 400 Kpa.

1. Geophysical exploration, if necessary.
2. Locate the borrow areas and their suitability for use in embankment.
3. Slope and rock stability evaluation, protection measures.
4. Preparation of drawings and charts.
5. Analysis of the results of the tests.
6. Topsoil stripping requirements cuttings
7. Materials proposed for inclusion in embankment
8. Prepare the final report from the geotechnical and soil investigations in a format previously agreed with the UNEP engineer

All geotechnical engineering design parameters shall be developed by a geological engineer or geotechnical firm responsible to the Consultant. The geological engineer or geotechnical firm shall be qualified by; education in geotechnical engineering; professional registration; a minimum of ten (10) years of experience in geotechnical engineering.

* 1. **Topographical survey**

The consultant shall conduct topographical survey at the proposed weir sites to produce:

* Longitudinal section at the weir axis and selected section at 100 m intervals and produce contour maps for the reservoir and covering outlet works and spillway channel.
* Cross section for the wadis with detailed readings to measure area, wetted perimeter and the water marks.
* Longitudinal profile along the wadis and determine ground slope, hydraulic gradient, etc.

All survey work shall be connected to a temporary B. M. given a value and locate it in the contour map.

* 1. **Hydrological studies**

The consultant shall use appropriate hydrological method for data scarce areas to conduct hydrological studies necessary to obtain the following:

* The average annual yield of the catchment up to the weir point
* The maximum probable flood (MPF) for spillway sizing
  1. **Consolidation of the rehabilitation work and design of embankment extension**

The consultant shall use appropriate hydrological methods to conduct design of the embankment extension with a new spillway and/or other associated structures accounting for stability, safety and durability. The design shall clearly obtain the following:

* Height of the embankment
* Top width
* Free board
* Upstream and downstream slopes
* Central Impervious core if any
* Downstream Drainage system
* Embankment length, width and height
* Spillway size
* Foundation of the different components
* Stability issues
  + Stability of embankment against hydrostatic action, weight of the fill and seepage forces
  + overall stability of the weir section, stability of the U/S portion of the weir under sudden drawdown and stability of the D/S portion of the weir.

The consultant shall provide a report showing all the necessary calculations for the different weir components along with working drawings with all necessary cross sections and details.

The consultant shall prepare bill of quantities for all the work required for the extension and its associated structures as well as specifications for the implementation.

The consultant shall provide a report showing all the necessary calculations for the rehabilitation of the different components along with working drawings with all necessary cross sections and details. The consultant shall prepare bill of quantities for all the rehabilitation works required for the dam and its associated structures as well as specifications for the implementation.

1. **Deliverables**

The Consultant shall develop and submit the following report reflecting all the activities shown in section 3 above

* Report showing the status of the dam regarding stability and functionality
* EIA final report developed in accordance with Government EIA requirements
* Community consultations report
* Geotechnical report from the geotechnical and soil investigations
* Topographical survey report showing the different cross sections
* Hydrological report showing mean annual yield and maximum probable flood
* Design report including drawings and detailed cross sections along with specifications
* Bill of quantities including rough estimate of dam rehabilitation and extension total cost

**Schedule of Requirements- Financial Proposal:-**

# **General**

* 1. Your proposal could form the basis for a contract between your firm and the United Nations Environment Programme (PRACTICAL ACTION).
  2. Currency of the proposal. All amounts quoted in the proposal shall be in United States Dollars (USD) or in SDG equivalent to bank rate at the date of submission.
  3. Definitions
     1. Firm; in the context of this RFP the word “firm” refers to any organization’s legal status, whether it is a sole proprietorship, a company, non-profit, a partnership, a joint venture, or any other form of legal association.
     2. Contractor(s); means the party or parties with which PRACTICAL ACTION may eventually enter into a contract(s) for the works and/or services as per the attached TOR at Annex (iii.)
  4. Costs incurred. This RFP does not commit PRACTICAL ACTION to award a contract or to pay any costs incurred in the preparation or submission of proposals, or in making necessary studies for the preparation thereof, or to procure or contract for services or supplies.
  5. Right to reject. PRACTICAL ACTION reserves the right to reject any or all proposals received in response to this RFP and to negotiate with any of the proposers or other firms in any manner deemed to be in the best interest of PRACTICAL ACTION.
  6. No contractual offer. This RFP contains no contractual offer of any kind. Any proposals submitted will be regarded as an offer by the proposer and not as an acceptance by the proposer of any offer by PRACTICAL ACTION.
  7. Communication. Other than this official means of communication, excluding all provisions made herein, PRACTICAL ACTION staff are prohibited from communicating about this procurement with any respondent or external party during the course of this procurement. Respondents are not to call or attempt to communicate in any other way with PRACTICAL ACTION staff regarding this procurement. **Any violation of this instruction may adversely affect a Contractor’s prospect of selection.**
  8. Fraud and Corruption. It is PRACTICAL ACTION policy to require that Bidders, suppliers, and contractors and their subcontractors under PRACTICAL ACTION contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, PRACTICAL ACTION:
     1. defines as “corrupt practices”, for the purposes of this provision, as being, but not limited to, any that can be interpreted, at the sole discretion of the United Nations, in terms of the definitions below:
        1. *bribery* is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts
        2. *extortion* or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation
        3. *fraud* is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of PRACTICAL ACTION or other participants
        4. *collusion* is the agreement between Bidders designed to result in bids at artificial prices that are not competitive. “Collusive bidding”, “other anti-competitive conduct”, or “any other similar conduct” may include, *inter alia*, any attempt to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through an open and transparent competitive process.
        5. *improper assistance* is the practice compiling proposals that, in the sole opinion of the United Nations, are prepared with the assistance of current or former employees or contractors of the United Nations, in violation of confidentiality obligations, or by using information not otherwise available to the general public or which would provide a non-competitive benefit shall also be excluded from further consideration
     2. will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question
     3. will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a PRACTICAL ACTION registered vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a PRACTICAL ACTION contract
     4. will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a PRACTICAL ACTION contract
     5. will normally require a PRACTICAL ACTION vendor to allow PRACTICAL ACTION, or any person that PRACTICAL ACTION may designate, to inspect or carry out audits of the vendor’s accounting records and financial statements in connection with the contract.
  9. Investigations. Any vendor participating in PRACTICAL ACTION’s procurement activities, shall facilitate to PRACTICAL ACTION personnel upon first request, all documents, records and other elements needed by PRACTICAL ACTION to investigate the allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from PRACTICAL ACTION vendor roster and may lead to suspension following review by PRACTICAL ACTION Vendor Review Committee.
  10. Audits. Suppliers, their subsidiaries, agents, intermediaries and principals must cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, the UN Board of Auditors as well as with other investigations authorized by the Executive Director as and when required in accordance with all the terms and conditions outlined in the standard clauses for contracts attached at Annex Vii of the solicitation documents.
  11. Confidentiality. This RFP is communicated to and received by each addressee thereof on the understanding and condition that it is confidential and proprietary to PRACTICAL ACTION, and contains privileged information. No information contained in the RFP may be copied, exhibited or furnished to others without the prior written consent of PRACTICAL ACTION. Proposers will be bound by the contents of this paragraph whether or not they submit a proposal or respond in any other way to this RFP. PRACTICAL ACTION will not return proposals received. These proposals shall be kept confidential for the sole and internal consideration of PRACTICAL ACTION.
  12. Modification of request for proposal. PRACTICAL ACTION reserves the right to modify or exclude any consideration, information or requirement contained in this RFP and to add new considerations, information or requirements at any stage of the procurement process, including negotiations with proposers, at any time before any contract is awarded for the services detailed in this RFP.
      1. To give proposers reasonable time in which to take a modification into account in preparing their proposals, PRACTICAL ACTION may, at its sole discretion, extend the deadline for the submission of proposals. The new deadline will be communicated through the appropriate media.
  13. Eligible Bidders. Without abandoning the provisions made in this document for determining the technical eligibility of the bidders , PRACTICAL ACTION asserts that:
      1. A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they are or have been associated in the past, with a firm or any of its affiliates which have been engaged by PRACTICAL ACTION to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Services to be purchased under these Bidding Documents.
      2. A Bidder that is under a declaration of ineligibility by PRACTICAL ACTION in accordance with Instructions to Bidders Clause A.9 , at the date of contract award, shall be disqualified.
      3. Bidders shall not be eligible to submit a bid when at the time of bid submission:
         1. Suppliers are already suspended by PRACTICAL ACTION; or,
         2. Suppliers are suspended by the PA clearance or,
  14. Joint Venture. Bids may be submitted by a Joint Venture (JV). In the case of a JV:
      1. The duly filled “Joint Venture Partner Information Form” of Annex (v) must be included with the Bid; and
      2. All parties to the JV shall be jointly and severally liable; and
      3. The JV shall nominate a Representative who shall have the authority to conduct all businesses:
         1. - for and on behalf of any and all the parties of the JV during the bidding process; and
         2. - in the event the JV is awarded the Contract, during contract execution

# **Preparation and Contents of Proposals**

* 1. Contents of the proposal.
     1. Proposals must offer services for the total requirements. Any proposal which does not fully and comprehensively address this RFP may be rejected. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder’s risk and may affect the evaluation of the Proposal.

The proposal shall include, but is not limited to, the following information:

* + 1. Proposal submission form Annex (v)

The following documents are to be submitted:

1. Company Registration Documents
   * + 1. The technical proposal must not provide financial information.
     1. Financial proposal. This must contain the financial information about the services that will be provided by the Contractor. The firm must state its contract price, discounts, if any, and payment terms. The currency used in the financial proposal shall be in accordance to clause (A.2.) The financial component shall have a cover letter wherein your firm’s authorized representative affirms a summary of the price and the period of validity.
        1. In addition this component must cover all the services to be provided and must itemize the following:
           1. An all-inclusive rate per person-day (including honorarium and living expenses) for each team member to be assigned to the project and a rate for the person’s work at home, if applicable
           2. An all-inclusive amount for international travel and related expenses. Please indicate the number of round trips per team member
           3. An all-inclusive amount for local travel
           4. All other costs, if any, indicating nature and breakdown
           5. Summary of total costs for the services proposed
           6. A proposed schedule of payments
   1. Period of validity of proposals. Proposals shall remain valid for a period of at least one hundred and twenty (120) days from the date fixed for opening of proposals in the RFP. A proposal valid for a shorter period may be rejected by PRACTICAL ACTION on the grounds that it is non-responsive.

# **Submission of Proposals**

* 1. Format of proposals. The technical and financial proposals in response to the present request must be delivered in 2 (two) hard copies each, clearly marked “Original Proposal” and “Copy” as appropriate. In the event of any discrepancy between different copies of the proposals, the one stamped “Original Proposal” shall govern.
  2. Sealing and marking of proposals. The proposer shall seal the hard copies proposal in one outer and two inner envelopes, as detailed below:
     1. The outer envelope shall show the address as stated in the RFP Request Document at point 7, and marked “**Providing comprehensive assessment necessary for revealing the functional status of an existing dam and conduct necessary studies to expand the embankment with new spillway and irrigation openings in Wadaa area including suggestions for rehabilitation, modification or redesign and construction in North Darfur”** – REF: **SDN36093-0122-PR006**
     2. Both inner envelopes shall indicate the name and address of the proposer, and clearly marked:
        1. ”**Technical Proposal**” and shall contain the documents with the information stipulated in paragraphs B2.3/4/5 above. The technical proposal shall not contain any pricing information.
        2. “**Financial Proposal**” and shall contain the total price quotation with the information stipulated in clause B.2.6 above.
  3. If the two inner envelopes are not sealed and marked as per the instructions in this clause, PRACTICAL ACTION will not assume responsibility for the proposal’s misplacement, premature opening and/or consequent disqualification of your proposal.
  4. Signing of the proposals. All copies of the Proposal shall be typed or written in indelible ink and shall be signed by the proposer or a person or persons duly authorized to bind the firm to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal. A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the proposer, in which case such corrections shall be initialed by the person or persons signing the Proposal.
  5. Deadline for submission of proposals. Proposals should reach the delivery address of Practical Action office in L=Khartoum and or EL Fasher office.
  6. It is the exclusive responsibility of the proposers to ensure that their proposal reaches the delivery address before the stipulated deadline. Proposals received after the deadline will be rejected.
  7. Modifications and withdrawals. Proposals may be modified or withdrawn in writing prior to the bid opening. Bids may not be modified or withdrawn after this time.
  8. Pricing Errors. In case of error in the totalling prices, unit prices will govern. In case of discrepancies between the amounts in figures and the amounts in words the amounts in words will govern.
  9. Clarifications of request for proposal. Questions on any part of this RFP should be submitted, in writing, to PRACTICAL ACTION within the date stipulated at point 6.3 of the RFP Request Document. Responses may be copied to all other firms invited to submit a proposal. Questions may be sent via email at Insert email of recipient.
     1. In responding to the requests for clarifications PRACTICAL ACTION may, at its sole discretion, apply the provisions made in Annex (i) Clause A.13 Modification of request for proposal.

# **Opening and Evaluation of Proposals**

* 1. Opening of proposals. A public opening of proposals will take place on the date and time stipulated at point 6.5 of the RFP Request Document. The bid opening will be held at the address stipulated at point 7 of the RFP Request Document. The purpose of the public opening is to record the proposals submitted by the due date and time. No price will be announced at the time of the public opening. Firms submitting offers are welcome to send one (1) representative with proper authorization to observe the recording of proposals received.
  2. Clarification of proposals. To assist in the examination, evaluation and comparison of Proposals, PRACTICAL ACTION may at its discretion, ask the Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.
  3. Preliminary Examination. PRACTICAL ACTION will examine the Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order. Prior to the detailed evaluation, PRACTICAL ACTION will determine the substantial responsiveness of each Proposal to the RFP. For purposes of these Clauses, a substantially responsive Proposal is one, which conforms to all the terms and conditions of the RFP without material deviations. PRACTICAL ACTION’s determination of a Proposal’s responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by PRACTICAL ACTION and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

* 1. Evaluation of the proposals. Proposals will be evaluated in accordance with the Practical Action Financial Regulations and Rules, established procedures of the PA and:
     1. A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price Schedules of the Proposals will be opened only for submissions that passed minimum technical score of 70% (490 points) of the maximum obtainable 700 points.
     2. The evaluation will be conducted in accordance with the cumulative analysis method, according to which the technical and financial proposals have pre-assigned weights and pre-assigned maximum number of scores: technical proposal (70%), 700 points maximum, financial proposal (30%), 300 points maximum.
     3. The winning proposal will be the one with the highest sum of points obtained both for financial and technical evaluation.
  2. Financial Evaluation. In the second stage the price proposals of all contractors who attained minimum 70% of the maximum score (490 points and more) for the technical evaluation will be reviewed. Arithmetical errors will be rectified according to clause C.8 Pricing Errors. If the Bidder does not accept the correction of errors, its Proposal will be rejected.

The lowest amount technically qualified financial proposal will be awarded maximum 300 points and other financial proposals will be awarded points in accordance with the following formula: Financial Proposal score = (Lowest Price / Price under consideration) x 300

**-Schedule of Requirements: Studies for Wadaa Dam Rehabilitation:**

**Bill of Quantities:-**

**FORM FOR SUBMITTING SUPPLIER’S QUOTATION**

***(This Form must be submitted only using the Supplier’s Official Letterhead***

**Offer to Supply services Compliant with TOR**

**Table 1**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Part 1: Environmental and social impact assessment** | | | | | |
| No. | Activity | Unit | Q-ty | Unit price | total |
|
|  |  |
| 1. ***Environmental and social impacts*** | | | | | |
| *1* | Impacts of the construction of weirs on the river habitat along the catchments | Job |  |  |  |
| 2 | Social and environmental impacts (including but not limited to equity and gender issues) through the construction of the weirs and the surrounding communities understanding and acceptance/feedback regarding the risks, Suggested mechanisms and plans to mitigate and/or monitor potential risks during project implementation, Concerns related to land tenure associated with weir construction, etc | Job |  |  |  |
| ***II. Community Consultations in all communities directly or indirectly affected by the construction of weirs*** | | | | |  |
| 1 | Sharing information gathered from environmental and social impact assessment, Feedback and reflection on any risks/impacts not included in the assessment (including risks and impacts that may be particular to women, children, and any other vulnerable groups), Feedback and recommendations on how to mitigate/avoid potential risks (including strategies that may be particular to women, children, and any other vulnerable groups), etc |  | Job |  |  |
| ***III. REPORTING*** | | | | |  |
| 1 | EIA report that is developed in accordance with Government EIA requirements | Job |  |  |  |
|  | Community consultations, with information regarding, but not limited to: Participant list (gender disaggregated), Agenda and topics of discussions, Summary or key discussion points, List of recommendations and inputs (including those particular to women, children and vulnerable groups) | Job |  |  |  |
| **Total:** | | | | |  |
| VAT (17%) | | | | |  |
| GRAND TOTAL: | | | | |  |

**Table 2**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Part 2: Geotechnical investigation and soil investigations for foundations of Dam at Wadaa locations in WEK II area** | | | | | |
| No. | Activity | Unit | Q-ty | Unit price | Total |
|
|  |  |
| ***I. SITE EXPLORATIONS*** | | | | | |
| *1* | Detailed engineering geological and hydrogeological mapping | ha | 1 |  |  |
| 2 | Geo-mechanical drilling of at least 3 test boreholes of not less 2 m deep at each of the location including geotechnical mapping of the boreholes core by sampling and taking photos | No | 1 |  |  |
| 3 | Standard Penetration Test (SPT) in the boreholes | No | 3 |  |  |
| ***II. LABORATORY TESTS*** | | | | |  |
| 1 | Classification tests: Grain size distribution, Limits of consistency, Specific gravity, Natural moisture content, Bulk density in natural condition | test | 3 |  |  |
| 2 | Shear test | test | 2 |  |  |
| 3 | Oedometer test | test | 2 |  |  |
| 4 | Proctor testing | test | 2 |  |  |
| ***III. REPORTING*** | | | | |  |
| 1 | Preparation of Report of the Geotechnical investigations including all geotechnical engineering design parameters and recommendations | Lump sum | | |  |
| **Total:** | | | | |  |
| VAT (17%) | | | | |  |
| GRAND TOTAL: | | | | |  |

**Table 3**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Part 3: Design of the selected weirs in WEK II area** | | | | | |
| No. | Activity | Unit | Q-ty | Unit price | Total |
|
|  |  |
| ***I. SITE SURVEYING*** | | | | | |
| *1* | Detailed topographical survey, generate contour maps, profiles, cross sections, longitudinal section, etc. | Job | 1 |  |  |
| ***II: HYDROLOGICAL STUDIES*** | | | | | |
| *2* | Conduct hydrological studies necessary to obtain the following:   1. The average annual yield of the catchment up to the weir point 2. The maximum probable flood (MPF) for spillway sizing | Job | 1 |  |  |
| ***III. DESIGN OF THE SELECTED EXTENSION*** | | | | | |
| *3* | Using appropriate tools and methods, design the extension and its associated structures accounting for stability, safety and durability  Using appropriate tools and methods of assessment, prepare detailed maintenance required for the dam and their associated structures accounting for stability, safety and durability | Job | 1 |  |  |
| ***IV. REPORTING*** | | | | | |
| *4* | A report showing all the necessary calculations for the different weir components along with working drawings with all necessary cross sections and details and bill of quantities as well as the cost estimates of the dam rehabilitation and extension and detailed specifications | Job | 1 |  |  |
| **Total:** | | | | |  |
| VAT (17%) | | | | |  |
| GRAND TOTAL: | | | | |  |

We, the undersigned, hereby accept in full the Practical Action General Terms and Conditions, and hereby offer to deliver the required services in conformity with TOR and RFP Reference NoPR002.

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

*[Name and Signature of the Supplier’s Authorized Person]*

*[Designation] [Date] Stamp*

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Evaluation criteria**

Consultant will be awarded the services contract based on the criteria based below if he scores at least 70% and offers the lowest offer.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Company** | **Mandatory requirements for required expertise** | **Weight** |
| 1 | Experience | A record of at least 5 projects where the company conducted geotechnical investigations as follows:   * Completed consulting services of size, complexity and technical specialty comparable to job under consideration, including quality of performance * Other completed consulting services related to the job under consideration * Known cases of prior performance, including quality of work conforming to obligations and cost of services | 20% |
| 2 | Qualification of Personnel | Qualification of key personnel that may be assigned to the job   * University degree in Civil/Geotechnical, Surveying Engineering and Social Studies * At least 7 years of professional experience in the respective field * Previous experience from at least 4 relevant projects which include the relevant field * At least 7 years of experience in design of dams and other relevant hydraulic structures | 40% |
| 3 | List of equipment | List of equipment for geo-technical and surveying investigations | 10% |

## General Terms and Conditions for Services

**1.0 LEGAL STATUS**:

The Consultant shall be considered as having the legal status of an independent Consultant vis-à-vis the Practical Action The Consultant’s personnel and sub-Consultants shall not be considered in any respect as being the employees or agents of Practical Action

**2.0 SOURCE OF INSTRUCTIONS**:

The Consultant shall neither seek nor accept instructions from any authority external to Practical Action in connection with the performance of its services under this Contract. The Consultant shall refrain from any action that may adversely affect Practical Action and shall fulfil its commitments with the fullest regard to the interests of Practical Action.

**3.0 CONSULTANT'S RESPONSIBILITY FOR EMPLOYEES:**

The Consultant shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

**4.0 ASSIGNMENT:**

The Consultant shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Consultant's rights, claims or obligations under this Contract except with the prior written consent of Practical Action.

**5.0 SUB-CONTRACTING:**

In the event the Consultant requires the services of sub-Consultants, the Consultant shall obtain the prior written approval and clearance of Practical Action for all sub-Consultants. The approval of Practical Action of a sub-Consultant shall not relieve the Consultant of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

**6.0 OFFICIALS NOT TO BENEFIT:**

The Consultant warrants that no official of Practical Action has received or will be offered by the Consultant any direct or indirect benefit arising from this Contract or the award thereof. The Consultant agrees that breach of this provision is a breach of an essential term of this Contract.

**7.0 INDEMNIFICATION**:

The Consultant shall indemnify, hold and save harmless, and defend, at its own expense, Practical Action, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Consultant, or the Consultant's employees, officers, agents or sub-Consultants, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Consultant, its employees, officers, agents, servants or sub-Consultants. The obligations under this Article do not lapse upon termination of this Contract.

**8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Consultant shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**8.2** The Consultant shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Consultant shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Consultant or its agents, servants, employees or sub-Consultants performing work or services in connection with this Contract.

**8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

**8.4.1** Name Practical Action as additional insured;

**8.4.2** Include a waiver of subrogation of the Consultant's rights to the insurance carrier against the Practical Action;

**8.4.3** Provide that the Practical Action shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Consultant shall, upon request, provide the Practical Action with satisfactory evidence of the insurance required under this Article.

**9.0 ENCUMBRANCES/LIENS:**

The Consultant shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the Practical Action against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Consultant.

**10.0 TITLE TO EQUIPMENT:**

Title to any equipment and supplies that may be furnished by Practical Action shall rest with Practical Action and any such equipment shall be returned to UNEP at the conclusion of this Contract or when no longer needed by the Consultant. Such equipment, when returned to Practical Action, shall be in the same condition as when delivered to the Consultant, subject to normal wear and tear. The Consultant shall be liable to compensate Practical Action for equipment determined to be damaged or degraded beyond normal wear and tear.

**11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the Practical Action shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Consultant has developed for the Practical Action under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Practical Action.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Consultant: (i) that pre-existed the performance by the Consultant of its obligations under the Contract, or (ii) that the Consultant may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNEP does not and shall not claim any ownership interest thereto, and the Consultant grants to the UNEP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the Practical Action; the Consultant shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the Practical Action in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Consultant under the Contract shall be the property of the Practical Action, shall be made available for use or inspection by the UNEP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to Practical Action authorized officials on completion of work under the Contract.

**12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNEP OR THE UNITED NATIONS:**

The Consultant shall not advertise or otherwise make public the fact that it is a Consultant with Practical Action, nor shall the Consultant, in any manner whatsoever use the name, emblem or official seal of UNEP or the United Nations, or any abbreviation of the name of Practical Action in connection with its business or otherwise.

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

**13.1** The recipient (“Recipient”) of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser’s Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser’s prior written consent; and,

**13.2.2** the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNEP, an affiliated Fund.

**13.3** The Consultant may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Consultant will give the Practical Action sufficient prior notice of a request for the disclosure of Information in order to allow the Practical Action to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The Practical Action may disclose Information to the extent as required pursuant to the Charter of the Practical Action, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

**14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Consultant shall give notice and full particulars in writing to the Practical Action, of such occurrence or change if the Consultant is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Consultant shall also notify the Practical Action of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNEP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Consultant of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the Consultant is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the Practical Action shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Consultant acknowledges and agrees that, with respect to any obligations under the Contract that the Consultant must perform in or for any areas in which the UNEP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

**15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.

**15.2** Practical Action reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Consultant, in which case UNEP shall reimburse the Consultant for all reasonable costs incurred by the Consultant prior to receipt of the notice of termination.

**15.3** In the event of any termination by Practical Action under this Article, no payment shall be due from UNEP to the Consultant except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Consultant be adjudged bankrupt, or be liquidated or become insolvent, or should the Consultant make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Consultant, the Practical Action may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Consultant shall immediately inform the Practical Action of the occurrence of any of the above events.

**16.0 SETTLEMENT OF DISPUTES**

**16.1** **Amicable Settlement**: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Practical Action Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2** **Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the Practical Action Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the Practical Action Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

**17.0 PRIVILEGES AND IMMUNITIES**:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the UN, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Consultant shall immediately consult with the Practical Action to determine a mutually acceptable procedure.

**18.2** Accordingly, the Consultant authorizes Practical Action to deduct from the Consultant's invoice any amount representing such taxes, duties or charges, unless the Consultant has consulted with the Practical Action before the payment thereof and the Practical Action has, in each instance, specifically authorized the Consultant to pay such taxes, duties or charges under protest. In that event, the Consultant shall provide the Practical Action with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

**19.0 CHILD LABOUR**

**19.1** The Consultant represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle Practical Action to terminate this Contract immediately upon notice to the Consultant, at no cost to Practical Action.

**20.0 MINES:**

**20.1** The Consultant represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle Practical Action to terminate this Contract immediately upon notice to the Consultant, without any liability for termination charges or any other liability of any kind of Practical Action.

**21.0 OBSERVANCE OF THE LAW:**

The Consultant shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

**22.0 SEXUAL EXPLOITATION:**

**22.1** The Consultant shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Consultant to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Consultant shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favours or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Consultant acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle Practical Action to terminate the Contract immediately upon notice to the Consultant, without any liability for termination charges or any other liability of any kind.

**22.2** The Practical Action shall not apply the foregoing standard relating to age in any case in which the Consultant’s personnel or any other person who may be engaged by the Consultant to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Consultant’s personnel or such other person who may be engaged by the Consultant to perform any services under the Contract.

1. **AUTHORITY TO MODIFY**:

Pursuant to the Financial Regulations and Rules of Practical Action, only the Practical Action Authorized Official possesses the authority to agree on behalf of UNEP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Consultant. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNEP unless provided by an amendment to this Contract signed by the Consultant and jointly by the UNEP Authorized Official.

**ثالثاً: التكاليف وزمن تسليم الخدمة بالموقع وتفاصيل المورد:**

**المبلغ الكلي بالارقام بالدولار الامريكي :...................................................................................................**

**المبلغ الكلى بالدولار الامريكي بالحروف.......................................................................................................**

**المبلغ الكلى بالارقام بالجنيه السودانى اى بما يعادل الدولار الامريكى بسعر البنك فى زمن تسليم العطاء:.............................**

**...................................................................................................................................................**

**المبلغ الكلى بالجنيه السودانى اى بما يعادل الدولار بسعر البنك فى زمن تسليم العطاء:................................................**

**...................................................................................................................................................**

**الزمن المقدر لأنجاز واكمال وتسليم الخدمة بالموقع: ......................................................................................**

**اسم الشركة / المورد:..........................................................................................................................**

**العنوان:..........................................................................................................................................**

**اسم من ينوب عن الشركة:....................................................................................................................**

**الوظيفة:.........................................................................................................................................**

**التوقيع:..........................................................................................................................................**

**الختم:............................................................................................................................................**

**البريد الالكترونى:..............................................................................................................................**

**الهاتف:..........................................................................................................................................**

**رابعا سياسات المنظمة الملزمة للطرفين:**

**Annex: 1**

**Practical Action Terms and Conditions for Supply, Service and Works Contracts**

1. **LEGAL STATUS**

The Vendor shall be considered as having the legal status of an independent contractor vis-à-vis PA.

The Vendor, its personnel and sub-contractors shall not be considered in any respect as being the employees of PA.

The Vendor shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

1. **SUB-CONTRACTING**

In the event the Vendor requires the services of a sub-contractor, the Vendor shall obtain the prior written approval of PA for all sub-contractors. The Vendor shall be fully responsible for all work and services performed by its sub-contractors and vendors, and for all acts and omissions of such sub-contractors and vendors. The approval of PA of a sub-contractor shall not relieve the Vendor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

1. **OBLIGATIONS**

The Vendor shall neither seek nor accept instructions from any authority external to PA. Vendors may not communicate at any time to any other person, government or authority external to PA any information known to them by reason of their association with PA which has not been made public, except in the course of their duties or by authorization of the PA: nor shall Vendors at any time use such information to private advantage. These obligations do not lapse upon termination/expiration of their agreement with PA.

1. **ACCEPTANCE AND ACKNOWLEDGEMENT**

Initiation of performance under this contract by the vendor shall constitute acceptance of the contract, including all terms and conditions herein contained or otherwise incorporated by reference.

1. **WARRANTY**

The Vendor warrants the goods furnished under this Contract to conform to the specifications and to be free from damage and defects in workmanship or materials. This warranty is without prejudice to

Any further guarantees that the Vendor provides to purchasers. Such guarantees shall apply to the goods subject to this Contract.

1. **INSPECTION**

The duly accredited representatives of PA shall have the right to inspect the goods called for under this Contract at Vendor’s stores, during manufacture, in the ports or places of shipment, and the Vendor shall provide all facilitates for such inspection. PA may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of PA or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Contract concerning obligations subscribed by the Vendor, such as warranty or specifications.

1. **EXPORT LICENCE**

The Contract is subject to the obtaining of any governmental authorization that may be required. It shall be the responsibility of the Vendor to obtain such license or authorization. PA may, at its discretion, use its best endeavors to assist.

1. **OFFICIALS NOT TO BENEFIT**

The Vendor represents and warrants that no official of PA has been, or shall be, offered by the Vendor any direct or indirect benefit arising from this Contract or the award thereof. The Vendor agrees that breach of this provision is breach of an essential term of this Contract.

1. **DEFAULT**

In case of default by the Vendor, including, but not limited to, failure or refusal to make deliveries within the limit specified, PA may procure the goods or services from other sources, and hold the Vendor responsible for any excess cost occasioned thereby. Furthermore, PA may, by written notice, terminate the right of the Vendor to proceed with deliveries or such part or parts thereof as to which there has been default.

1. **REJECTION**

In the case of goods or services purchased based on specifications or scope of works, PA shall have the right to reject the goods or services or any part thereof if they do not conform to specifications or the scope of works.

1. **AMENDMENTS**

No change in or modification of this Contract shall be made except by prior agreement between the Responsible Buyer in PA in Sudan and the Vendor.

1. **ASSIGNMENTS**

The Vendor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Vendor’s rights, claims or obligations under this Contract except with the prior written consent of PA.

**ADDENDUM TO PARTNER AGREEMENT**

1. **PURPOSE**
   1. This is an Addendum to Agreement No. \_\_\_\_\_\_\_\_\_\_\_\_ concluded between Practical Action and [NAME OF ORGANISATION], the Partner, which came into force on [date of start of agreement].
   2. This Addendum forms an integral part of the Agreement, including all its other terms and conditions
   3. By signing this Addendum, the Partner agrees to ensure that all its staff, consultants, partners, volunteers and trustee comply with all the terms and conditions included herein and which form part of the original Agreement between Practical Action and the donor and are an integral part of Practical Action’s policies and code of conduct.
2. **PROTECTION OF CHILDREN AND VULNERABLE ADULTS**

Practical Action firmly believes that no person, including children and vulnerable adults, should be subjected to exploitation or abuse at any time. We are committed to ensuring that all our staff, partners, consultants, volunteers and trustees fully abide by our Policy on the Protection of Children and Vulnerable Adults at all times. Within the Partner, this policy applies to all staff, volunteers, consultants, or sub-partners who are involved with this project in any way.

The Partner commits to:

* 1. Fully integrate the Policy within your organisation ensuring that the policy is adopted and procedures and capabilities are developed to prevent the abuse or exploitation of children and vulnerable adults in your work, implement a clear and effective reporting system for any concerns

or incidents of exploitation or abuse and define robust management processes for handling any concerns or incidents, OR

* 1. Confirm to Practical Action that you have your own robust policy on the Protection of Children and Vulnerable Adults, AND
  2. Ensure that any concerns or incidents of exploitation and abuse of children and vulnerable adults related to the project funded by this Agreement are reported to Practical Action within 24 hours of your organisation becoming aware of them and that Practical Action, as the primary recipient of the award, is regularly informed of all actions taken in the response.

The Partner agrees that it will work with Practical Action to take disciplinary actions and to inform authorities, where appropriate. Depending on the outcomes of investigation, the Partner acknowledges that Practical Action will inform the donor and its regulatory body.

1. **COMPLIANCE WITH THE LAW AND REPORTING OBLIGATIONS**

Practical Action is committed to complying with all relevant laws in the UK and in all the countries where it works as well as with meeting its reporting obligations to relevant national and international bodies, including the Charity Commission for England and Wales.

By signing this Addendum, the Partner also commits to compliance with all laws in the country/ies where the work related to this Agreement is being implemented and to meeting its reporting obligations to relevant national and international bodies, including providing Practical Action with all accurate and timely information that enables Practical Action to meet all its reporting obligations.

1. **CONFLICT OF INTEREST**

Neither the Partner, nor any individual employed or contracted by the Partner, shall engage in any business, personal or professional activity which conflicts or could conflict with any of their obligations in relation to this Agreement.

1. **FRAUD, CORRUPTION, BRIBERY, THEFT, TERRORIST FINANCING AND OTHER MISUSE OF FUNDS**
   1. Practical Action and the Partner have a zero tolerance approach towards fraud and fraudulent behaviour that may lead to the misuse of funds and will fully co-operate with investigation into

Such events, whether led by Practical Action or the Partner. Practical Action, may, at any time during the term of this arrangement and up to five years after the end of the programme, arrange for additional audits, on-the spot checks and / or inspections to be carried out. These may be carried out by Practical Action, or any of its duly authorised representatives.

* 1. The Partner will comply with Practical Action’s Fraud Detection Policy OR confirm that they will comply with their own Fraud Detection Policy, of similar standard. The Partner commits to investigate suspected fraud and to do so with the utmost confidentiality.
  2. The Partner will immediately and without undue delay inform Practical Action of any event which interferes or threatens to materially interfere with the successful implementation of the project, whether financed in full or in part by this Agreement, including credible suspicion of or actual fraud, bribery, corruption or any other financial irregularity or impropriety.
  3. Practical Action reserves the ability to recover funds that have been subject to a proven fraud and will work with the Partner to do so. The Partner shall not be obliged to cover such funds unless such fraud is proven to be caused by gross negligence or wilful misconduct of the Partner or its staff members. Where serious fraudulent or unethical activity is proven which would significantly affect the successful completion of the Project, Practical Action reserve the ability to suspend or terminate funding with immediate effect in whole or partial, in preference to the standard notice period and irrespective of any contractual requirements.
  4. Consistent with local and international legislations and applicable United Nations Security Council resolutions both Practical Action and the Partner are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of Practical Action to seek to ensure that none of its funds, including funds that are provided by donors, are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, Practical Action and the Partner make themselves aware of, and comply with obligations under the relevant counter terrorist financing legislations.

**ACKNOWLEDGMENT**

This to confirmed that I received the Practical Action Safe Guarding Policy Arabic version and by Signing this acknowledgment I confirmed that I read it, understand it, and aware of any consequences resulting in breaching the mentioned Policy.

I also received the Terms and conditions of Practical action read it and understand it, I also receive the DD Assessment tool and will fill and return it back to PA being donor HQ requirements.

ارجو ان افيدكم باستلامى لسياسة المنظمة النسخة العربية وبالتوقيع ادناه اقر باننى قد قرات محتواها وفهمت ما يترتب على مخالفة هذه السياسة من اجراءات. كما افيدكم باستلامى لشروط المنظمة وقرات محتواها وفهمت ما فيه. كما اقر باستلامى لاستمارة تقييم الشركاء والموردين ومقدمى الخدمات وساقوم بملء الاستمارة وارجاعها للمنظمة باعتبارها مطلوبات مانحين.

**Name**:**……………………………………………..…........................…………………………………الاسم**

**Signature:………......…………………..…………......................……………….……………….التوقيع**

**Company**:**…………………………………………......................…...................……………..الشركة**

**Stamp**: **الختم.........................................................................................................**

**Date**:**…………………………………………….....................……......................……………..التاريخ**

Practical Action Partner

Due Diligence Questionnaire

Practical Action is committed to upholding the highest possible standards and ethics when delivering our work. This includes protecting staff members and the people living in the communities where we work from exploitation and abuse, protecting ourselves and our donors from financial crime, and ensuring compliance with all donor regulations and local / national laws. We expect the organizations and individuals we work with to uphold the same values and commitments.

In order to work with Practical Action, an organization must demonstrate that it has the technical capacity, experience, and ability to perform the assigned work, as well as having sufficient processes and procedures in place to ensure it can deliver the work according to the regulations imposed by both Practical Action and the Source Donor.

As part of Practical Action’s due diligence assessment, we need to ensure that your organization:

* is properly registered with the relevant authorities in your country of operation, and is compliant with national tax requirements;
* has suitable control mechanisms and operational protocols in place to deliver the project activities in line with donor regulations;
* is able to meet Duty of Care obligations to staff, consultants, and people living in the areas where we will work;
* is financially robust and has the necessary policies in place to prevent fraud, financial crime, and terrorist financing

The due diligence assessment is a self-declaration made by you, the potential partner, to provide information regarding your current organizational policies, procedures, registrations, and resources.

It is important that the pre award assessment is completed accurately and truthfully - your organization will not be automatically disqualified from working with Practical Action if you do not have everything in place. Instead, it allows us to identify areas where we may have to share resources in order to comply with the requirements of major institutional donors - while also providing Practical Action with the assurance that your organization is compliant with all applicable laws, rules, and regulations, and acts in accordance with the highest standards of ethics.

In the event that Practical Action issues a subaward to your organization, this declaration should be completed and resubmitted annually ahead of further payments.

When completed, this assessment should be returned to the Practical Action contact point with the relevant supporting documentation. **Please note, failure to complete the assessment will prevent the formation of any bidding agreement and/or may delay the payment of a subaward.**

***FOR DFID CONTRACTS ONLY (delete if not applicable)*** To ascertain the level of compliancy required by your organisation please provide us with the following information

|  |  |  |
| --- | --- | --- |
| Current number of contracts with the UK Government and the total value (in GBP) | *Number* |  |
| *Value (GBP)* |  |

**Part 1: Organisation Details**

|  |  |
| --- | --- |
| **1A: Contact Details for all queries relating to this assessment questionnaire** | |
| Name: |  |
| Email: |  |
| Phone: |  |

|  |  |
| --- | --- |
| **1B: Registration** | |
| Registered Company Name |  |
| Registered Company Number |  |
| Country of Registration |  |
| Date of Registration |  |
| Head Office DUNS number *(if applicable)* |  |
| Registered VAT number *(if applicable)* |  |
| Registered Office Address |  |
| Please indicate your type of organisation |  |
| Ultimate / Parent Company *(if applicable)* |  |
| Name of subsidiary companies *(if applicable)* |  |

|  |  |
| --- | --- |
| **1C: Governance and Control**  *Please provide the following information for your organisation.* | |
| Name of Managing Director / Chief Executive Officer |  |
| Names of Company Board Member(s) |  |
| Names of Senior Leadership / Management team |  |
| Name of shareholders and percentage of shareholding *(if applicable)* |  |
| Names of Affiliated Organisation(s) (if any) |  |
| Does your organisation have an accounting system in place that will enable Practical Action to readily identify the assets, expenses, cost of goods, and use of funds for any subaward we may provide. | Yes  No |
| Does your organisation have a Quality Assurance (Contract Management) manual, policies, certification and/or systems in place? | Yes  No |
| Does your organisation maintain a formal risk register and monitor mitigation plans? | Yes  No |

|  |  |  |
| --- | --- | --- |
| **1D: Insurance** | | |
| Please confirm whether you have the following insurance cover in place | Professional Indemnity: | Yes  No |
| Public Liability: | Yes  No |
| Employer’s Liability: | Yes  No |
| Travel Insurance: | Yes  No |

|  |  |
| --- | --- |
| **1E: Duty of Care**  *As the lead partner, Practical Action are responsible for ensuring our partners and subcontractors have adequate duty of care provisions in place. Please confirm the following stating ‘Yes’ or ‘No’ with any relevant explanations.* | |
| Does your organisation have travel policy, risk assessment, and emergency procedure in place | Yes  No |
|  |
| Has your organisation got appropriate systems in place to manage an emergency / incident if one arises? | Yes  No |
| *Please provide details below* |
|  | |

|  |  |
| --- | --- |
| **1F: International Aid Transparency Initiative (IATI) -** *delete section for Partners under level 1*  *DFID require organisations receiving funding to comply with the International Aid Transparency Initiative (IATI) standards of transparency for their disbursement of UK aid.* | |
| Is your organisation registered on IATI? | Yes  No |
| *If Yes, please provide reference number* |  |

|  |  |
| --- | --- |
| **1G: Ethical Training** | |
| Do your staff undergo ethical training and annual staff updates (including awareness of modern day slavery and human rights abuses). | Yes  No |
| *If No, please confirm that you will be willing to follow and implement Practical Actions ethical training procedures* | Yes  No |

|  |  |
| --- | --- |
| **1H: Cyber Essentials Scheme -** *delete section for Partners based outside the UK and/or under level 2* | |
| Do you have a system to safeguard the integrity and security of your IT and mobile communication systems in line with the [HMG Cyber Essential Scheme](https://www.cyberessentials.ncsc.gov.uk/) | Yes  No |

**Part 2: Disclosures**

Please complete the below disclosure form with a ‘Yes’ or ‘No’ in the right hand column

|  |  |
| --- | --- |
| **Your organisation must disclose:**  *a) If the organisation or any affiliated companies* | |
| …are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or financial standing. | Yes  No |
| …have been convicted of any offence concerning professional misconduct. | Yes  No |
| …has not fulfilled any obligations relating to the payment of social security contributions. | Yes  No |
| …have had any media coverage (including online or print) that could impact the reputation of Practical Action or its clients | Yes  No |
| *If you have replied Yes to any of the above please provide details below:* | |
| *b) If your organisation, affiliated companies or an employee (past and present within the last 10 years) has been convicted of, or are the subject of any proceedings, relating to…* | |
| …participation in criminal organisation. | Yes  No |
| ...corruption including the offence of bribery | Yes  No |
| …fraud including theft, and not fulfilling any obligations relating to payment of taxes. | Yes  No |
| …terrorist offences or offences linked to terrorist activities | Yes  No |
| …money laundering and terrorist financing | Yes  No |
| …child labour and other forms of trafficking in human beings | Yes  No |
| …breach of environmental obligations | Yes  No |
| …breach of social obligations | Yes  No |
| …breach of labour law obligations | Yes  No |
| … are subject of any proceedings, that may be listed by the World Bank in its ‘Listings of Ineligible Firms” or “Listings of Firms, Letters of Reprimand’ posted at or on any similar list maintained by any other donor of development funding, or any contracting authority. | Yes  No |
| *If you have replied Yes to any of the above please provide details below:* | |
| *b) Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015 and UN Global Compact Requirements for active participation.* | |
| Are you a relevant commercial organisation as defined by [Section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")](http://www.legislation.gov.uk/ukpga/2015/30/section/54/enacted)? | Yes  No |
| **If yes**, are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?  *Please provide link to URL:* | Yes  No |
|  |
| Is your organisation an active participant of the UN Global Compact?  ***If yes****, please provide link to URL:* | Yes  No |
|  |

**Part 3: Please indicate ‘Yes’ or ‘No’ as to whether your organisation has documented policies and procedures for the following matters.**

|  |  |
| --- | --- |
| Recruitment policy, procedures and/or organisational HR manual incorporating the following:   * Fair recruitment practices * Due diligence and reference assessment * Equal opportunities | Yes  No |
| Quality Assurance policy, procedures and/or certification | Yes  No |
| Duty of Care policy and procedures | Yes  No |
| Finance manual / Protection from Financial Crime policy or equivalent | Yes  No |
| Gifts and hospitality | Yes  No |
| Procurement policy | Yes  No |
| Workforce whistleblowing policy | Yes  No |
| Safeguarding policy | Yes  No |
| Anti-bribery/corruption policy | Yes  No |
| Anti-trafficking/modern day slavery policy | Yes  No |
| Data protection policy | Yes  No |
| Duty of Care/Security policy | Yes  No |
| Environmental policy | Yes  No |
| Identification and management of conflicts of interest | Yes  No |
| Health and Safety | Yes  No |
| Information technology/ data security | Yes  No |
| Risk management | Yes  No |
| Code of conduct | Yes  No |
| If you have answered ‘no’ to any of the above, please provide confirmation that you will comply with Practical Actions applicable policies and procedures. | Yes  No |

**Part 4: Declarations**

This section is to be completed by the CEO or relevant senior member of your management team.

By signing below I confirm that I (*insert name) as the (job title* ) of (*insert organisation name*)

* consents to Practical Action running the names of the organisations and individuals listed in section 1C above against international databases as part of our anti-terrorist financing checks
* Confirm that we have adequate processes and systems in place to examine the suitability of sub-contractors to operate on our behalf, and we ensure sufficient oversight of them and their activities to fulfil our contractual obligations.
* Confirm that we are able to provide evidence of due diligence undertaken on our subcontractors if requested, and that we understand Practical Action may conduct spot checks.

FOR DFID FUNDED CONTRACTS ONLY (please delete as appropriate)

* I declare that I have read, understood and accept the DFID supply partner Code of Conduct and that appropriate procedures have been put in place to ensure adherence to the Code by all employees, partners and subcontractors within our supply chain.

(<https://www.gov.uk/government/publications/dfids-supplier-review>)

* confirm that my staff and subcontractors have been made aware that any instances of conflict of interest, fraud, unethical behavior or misconduct should be reported to the DFID reporting concerns mailbox [reportingconcerns@dfid.gov.uk](mailto:reportingconcerns@dfid.gov.uk)

I hereby certify that all information contained within this document is true, correct and not misleading in anyway. I understand that the information will be used in the process to assess my organisations suitability to be selected as a partner and I am signing on behalf of my organisation.

Signature: Date:

Name Job Title

**Please provide a copy of the following documents when returning your assessment questionnaire to us**

* Company registration certificate
* Proof of tax registration
* Copy of Audited Accounts for the past 3 years
* Copy of all insurance certificates as listed in section 1D
* Copy of project risk register template
* Cyber essentials certificate (if applicable)
* 2 Past performance certificates / statements of recommendations from previous donors / clients within the past three years
* Copy of the policies/documents listed in Part 3 of this form