



Invitation to Tender (ITT) for the construction of 2 drug stores in Kabkabiya and Kutum – North Darfur State

PR REF: G/S/ELF/P/1276/2021

GOAL is completely against fraud, bribery and corruption.

GOAL does not ask for money for bids. If approached for money or other favours, or if you have any suspicions of attempted fraud, bribery or corruption please report immediately to email speakup@goal.ie

Please provide as much detail as possible with any reports

1 ABOUT GOAL

Established in 1977, GOAL is an international humanitarian and development agency committed to working with communities to achieve sustainable and innovative early response in crises and to assist them to build lasting solutions to mitigate poverty and vulnerability. GOAL has worked in over 60 countries and responded to almost every major humanitarian disaster. We are currently operational in 13 countries globally. For more information on GOAL and its operations please visit <https://www.goalglobal.org/>

GOAL has been working in Sudan since 1985. We provide Health, WASH, Nutrition and REFLECT services to communities in Kutum and Alwaha localities in North Darfur and implement through partners in Kassala. We currently have offices in Khartoum, El Fasher and Kutum.

2 PROPOSED TIMELINES

Line	Item	Date
1	ITT published	27 th September 2021
2	Closing date for clarifications	11 th October 2021 – 4 PM Sudanese time
3	Closing date and time for receipt of Tenders	18 th October 2021 – 4 PM Sudanese time
4	Tender Opening Location	GOAL Sudan Head office Khartoum
5	Tender Opening Date and time	21 st October 2021

3 OVERVIEWS OF REQUIREMENTS

3.1 WORKS SPECIFICATION

GOAL Sudan, an International Humanitarian Organization, invites sealed bids from eligible bidders for the construction of two drug stores in Kabkabiya and Kutum - ND State

3.2 THE WORKS BEING OFFERED MUST BE IN LINE WITH THE FOLLOWING REQUIREMENTS

Specifications and standards to be considered for the provision the materials & works to be undertaken for this project can be found in Scope Of Works (SOW), and the Bill of Quantities (BoQ) attached.

4 TERMS OF THE PROCUREMENT

4.1 PROCUREMENT PROCESS

This competition is being conducted under GOALS Procurement Level IV National Tender process.

The Contracting Authority for this procurement is GOAL.

This procurement is funded by European Union and the tender and any contracts or agreements that may arise from it are bound by the regulations of this donor.

4.2 CLARIFICATIONS AND QUERY HANDLING

GOAL has taken care to be as clear as possible in the language and terms it has used in compiling this ITT. Where any ambiguity or confusion arises from the meaning or interpretation of any word or term used in this document or any other document relating to this tender, the meaning and interpretation attributed to that word or term by GOAL will be final. GOAL will not accept responsibility for any misunderstanding of this document or any others relating to this tender.

Requests for additional information or clarifications can be made up the deadline noted in section 2 above, and no later. Any queries about this ITT should be addressed in writing to GOAL via email at procurement.sudan@sd.goal.ie with the reference **G/S/ELF/P/1276/2021 Clarifications** in the email subject line and answers shall be collated and published online at <https://www.goalglobal.org/tenders> in a timely manner.

4.3 CONDITIONS OF TENDER SUBMISSION

4.3.1 Tenders must be completed in English.

4.3.2 Tenders must respond to all requirements set out in this ITT and complete their offer in the Response Format.

4.3.3 Failure to submit tenders in the required format will, in almost all circumstances, result in the rejection of the tender. Failure to resubmit a correctly formatted tender within 3 (three) working days of such a request will result in disqualification.

4.3.4 Tenderers must disclose all relevant information to ensure that all tenders are fairly and legally evaluated. Additionally, tenderers must provide details of any implications they know or believe their response will have on the successful operation of the contract or on the normal day-to-day operations with GOAL. Any attempt to withhold any information that the tenderer knows to be relevant or to mislead GOAL and/or its evaluation team in any way will result in the disqualification of the tender.

4.3.5 Tenders must detail all costs identified in this ITT. Additionally, tenders must detail any other costs whatsoever that could be incurred by GOAL in the usage of services and/or the availing of options that may not be explicitly identified/requested in this ITT. Tenderers' attention is drawn to the fact that, in the event of a Contract/Framework Agreement being awarded to them, the attempted imposition of undeclared costs will be considered a condition for default.

4.3.6 Any conflicts of interest (including any family relations to GOAL staff) involving a tenderer must be fully disclosed to GOAL particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the tenderer.

- 4.3.7 GOAL will not be liable in respect of any costs incurred by respondents in the preparation and submission of tenders or any associated work effort.
- 4.3.8 GOAL will conduct this tender, including the evaluation of responses and final awards in accordance with the detail set out at in the Evaluation process. Tenders will be opened by at least three designated officers of GOAL.
- 4.3.9 GOAL is not bound to accept the lowest, or any tender submitted.
- 4.3.10 GOAL reserves the right to split the award of this contract between different bidders in any combination it deems appropriate, at its sole discretion.
- 4.3.11 The Supplier shall seek written approval from GOAL before entering into any sub-contracts for the purpose of fulfilling this contract. Full details of the proposed subcontracting company and the nature of their services shall be included in the written request for approval. Written requests for approval must be submitted to the contract focal point identified in section 1.
- 4.3.12 GOAL reserves the right to refuse any subcontractor that is proposed by the Supplier.
- 4.3.13 GOAL reserves the right to negotiate with the Supplier who has submitted the lowest Bid that fully meets the technical requirements, for the purpose of seeking revisions of such Bid to enhance its technical aspects and/or to reduce the price.
- 4.3.14 Information supplied by respondents will be treated as contractually binding. However, GOAL reserves the right to seek clarification or verification of any such information.
- 4.3.15 GOAL reserves the right to terminate this competition at any stage.
- 4.3.16 Unsuccessful tenderers will be notified.
- 4.3.17 GOAL's standard payment terms are by bank transfer within 30 days after satisfactory implementation and receipt of documents in order. Satisfactory implementation is decided solely by GOAL.
- 4.3.18 This document is not construed in any way as an offer to contract.
- 4.3.19 GOAL and all contracted suppliers must act in all its procurement and other activities in full compliance with donor requirements. Any contract(s) that arise from this ITT may be financed by multiple donors and those donors and/or their agents have rights of access to GOAL and/or any of its suppliers or contractors for audit purposes. These donors may also have additional regulations that it is not practical to list here. Submission of an offer under this ITT assumes Service Provider acceptance of these conditions.
- 4.3.20 Terrorism and Sanctions: GOAL does not engage in transactions with any terrorist group or individual or entity involved with or associated with terrorism or individuals or entities that have active exclusion orders and/or sanctions against them. GOAL shall therefore not knowingly purchase supplies or services from companies that are associated in any way with terrorism and/or are the subject of any relevant international exclusion orders and/or sanctions. If you submit a bid based on this request, it shall constitute a guarantee that neither your company nor any affiliate or a subsidiary controlled by your company are associated with any known terrorist group or is/are the subject of any relevant international exclusion order and/or sanctions. A contract clause confirming this may be included in an eventual purchase order based on this request.

4.4 QUALITY CONTROL

3rd party companies may be contracted by GOAL to carry out random quality inspections of work carried out by the contracted party. The cost of the quality control inspections will be covered by GOAL.

In cases of supplier's quality default, in addition to Liquidated Damages, section 21 of GOAL Standard Terms and Conditions, the costs of the quality inspections and loading surveyor will be charged to the Service Provider.

Sub-contracting: note section II in GOAL Standard Terms and Conditions. GOAL may choose to visit vendors, including sub-contractors (if any) as per of the evaluation process.

4.5 SUBMISSION OF TENDERS

Tenders must be delivered in **one** of the following two ways:

1. Electronically with your financial and technical offers in separate emails to: tenders@goal.ie and in the subject field state:
 - a) **Tender Ref No. G/S/ELF/P/1276/2021/ Construction of two drug stores in Kabkabiya and Kutum.**
 - b) **Name of your firm with the title of the attachment**
 - c) **Number of emails that are sent e.g. 1 of 3, 2 of 3, 3 of 3.**

All documents attached to emails must be in PDF or scan form. Any excel or word documents must be accompanied by a PDF or scan version of the document. Documents submitted solely in excel, word or other 'soft copy' format shall lead to the bid being rejected.

2. If electronic bid submission is not possible, please submit in a sealed envelope marked **ELF-P-1276** with the words **'not be opened before the deadline 18 October 2021, 4 PM Sudan time, by the tender committee'** with your financial offer in one envelope marked as Financial Offer to the Private Tender Box c/o – Procurement department – GOAL Sudan, in one of the below office:

- **GOAL Khartoum HO:** House No: 227, Block No: 65, Arkawit, Khartoum, Sudan - Telephone: 0183 248076/520393/520393.
- **GOAL El Fashir office:** Hai ADaraja | El Fashir, North Darfour State
- **GOAL Kutum office:** Hai Al Salam, Kutum, North Darfour state

Envelopes may be sent through postal or courier services or delivered by hand; and will be accepted during normal working hours (between 8:00 hours to 16:00 hours) for the country of submission. Please note that the GOAL office will not be open during weekends or public holidays.

- ! Proof of sending is not proof of reception, either electronically or with post/courier/other physical service. Late delivery will result in your bid being rejected. Envelopes found open at the tender opening will be rejected. All information provided must be perfectly legible.**

4.6 TENDER OPENING MEETING

Tenders will be opened as per Section 2 Proposed Timelines above at the following location:

GOAL Sudan, Head Office, Khartoum, House No: 227, Block No: 65, Arkawit, Khartoum, Sudan

One **authorized representative** of each tenderer may attend the opening of the bids. Companies wishing to attend are requested to notify their intention by sending an e-mail at least 48 hours in advance to the following e-mail address: procurement.sudan@sd.goal.ie .This notification must be signed by an authorized officer of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf.

Suppliers are invited to attend the Tender Opening Meeting at their own cost.

5 EVALUATION PROCESS

5.1 EVALUATION STAGES

Tenderers will be considered for participation in the Contract subject to the following qualification process:

Phase #	Evaluation Process Stage	The basic requirements with which proposals must comply with
<p><i>The first phase of evaluation of the responses will determine whether the tender has been submitted in line with the administrative instructions and meets the essential criteria. Only those tenders meeting the essential criteria will go forward to the second phase of the evaluation.</i></p>		
1	Administrative instructions	<p>1. Closing Date: Proposals must have met the deadline stated in section 2 of these Instructions to Tenderers, or such revised deadline as may be notified to Tenderers by GOAL. Tenderers must note that GOAL is prohibited from accepting any proposals after that deadline.</p> <p>2. Submission Method: Proposals must be delivered in the method specified in section 4.5 of this document. GOAL will not accept responsibility for tenders delivered by any other method. Responses delivered in any other method may be rejected.</p> <p>3. Format and Structure of the Proposals: Proposals must conform to the Response Format laid out in section 6 of these Instructions to Tenderers or such revised format and structure as may be notified to Tenderers by GOAL. <u>Failure to comply with the prescribed format and structure may result in your response being rejected at this stage.</u></p> <p>4. Confirmation of validity of your proposal: The Tenderers must confirm that the period of validity of their proposal is not less than 90 (ninety) days.</p>
2	Essential Criteria	<p>Minimum mandatory requirements of specifications or contract performance.</p> <p>1- Company trade registration. 2- Valid tax clearance certificate.</p>
<p><i>The second stage of the evaluation will involve an assessment of the Tenderer's personal and legal circumstances, economic and financial standing, to fulfil the obligations of the contract</i></p>		
3	Legal, Economic & Financial Criteria	<p>In-depth review of financial accounts and other documents submitted; tenderer is judged to have requisite financial stability.</p> <p>1- Six (6) months bank statement of the immediately preceding 6 months</p>
<p><i>Each proposal that conforms to the Essential and Qualification Criteria will be evaluated according to the Award Criteria given below by GOAL.</i></p>		
4	Award Criteria	<p>Tenders will be awarded marks under each of the award criteria listed in this section to determine the most economically advantageous tenders.</p> <p>1. Technical Offer: 65%</p> <p>a) Previous work experience from INGO/NGO in similar types of works - providing proof of past contracts / completion certificates, at least five certificates.</p> <p>b) Technical Equipment / tools relevant to the works to be carried out. Proof of ownership of each item listed in requested to be submitted</p>

		<p>c) - References (please list at least 2 references, preferably aid agency such as UN or NGO).</p> <p>d) Work Schedule/delivery time.</p> <p>2. Price: 35%</p> <p>Review of the quality and content of the technical offers further to minimum requirements met will be conducted by the Tender Committee.</p>
5	Post selection	References and other checks are found to be clear and quality is assessed.

5.2 TENDER EVALUATION

GOAL will convene an evaluation team which may include members of the Finance, Logistics, Programmes, Donor Compliance and Admin to evaluate the bids.

During the evaluation period clarifications may be sought by e-mail from Tenderers. Clarifications may include testimonials from customers in support of particular aspects of a tender, whether such aspects are contained in the original submission or in subsequent responses to requests for clarification. Deadlines will be imposed for the receipt of such clarifications and failure to meet these deadlines may result in the disqualification of the Tender or loss of marks. Responses to requests for clarification shall not materially change any of the elements of the proposals submitted. Unsolicited communications from Tenderers will not be entertained during the evaluation period.

5.3 AWARD CRITERIA

All prices must be in **US Dollars (USD)** and a comprehensive and clear breakdown of prices must be shown as part of the financial offer – any transport fees, taxes, customs charges, component parts, packing fees etc. must be shown separately.

Prices offered will be evaluated on full cost basis (including all fees and taxes).

Marks for cost will be awarded on the inverse proportion principle (shown below):

Score_{vendor} = 35 x (price_{min} / price_{vendor})

No	AWARD CRITERIA	Conditions	Weighting (maximum points)
1	Price	Maximum scores available for criterion Price Score _{vendor} = 35 x (price _{min} / price _{vendor})	35
2	Quality	Technical Offer	55
3	Delivery Time	Estimated Total time for the works	10
TOTAL NUMBER OF POINTS			100

ALL FINANCIAL OFFERS MUST BE MADE ON THE BASIS OF ‘BEST AND FINAL OFFER’.**5.4 AWARD OF CONTRACT**

As per section 4.3.10 above and following the analysis of bids against the award criteria laid out in sections 5.1 and 5.3 the contract may be awarded to one supplier or divided between multiple suppliers at GOAL’s discretion. For such purposes, GOAL uses a Value for Money approach, which may include (but is not limited to) price, quality, lead time, context and risk analysis of the supply chain environment pertaining to the contract delivery.

6 RESPONSE FORMAT**6.1 INTRODUCTION**

All proposals must conform to the response format laid out below. Where a tender does not conform to the required format the Tenderer may be requested to resubmit it in the correct format, on the understanding that the resubmission cannot contain any material change from the original. Failure to resubmit in the correct format within 3 (three) working days may result in disqualification.

By responding to this ITT, each Tenderer is required to accept the terms and conditions of this ITT and to acknowledge and confirm their acceptance by returning a signed copy with its response. Should a Tenderer not comply with these requirements, GOAL may, at their sole discretion, reject the response.

If the Tenderer wishes to supplement their Response to any section of the ITT specifications with a reference to further supporting material, this reference must be clearly identified, including section and page number.

6.2 SUBMISSION CHECKLIST

Line	Item	How to submit		Tick attached
		Electronic submission	Physical submission	
1	This checklist	Ticked, scan and save as ‘Checklist’	Tick and submit.	
2	Appendix 1: Company Details signed	Complete, sign & stamp, scan and save as ‘Company Details’	Complete, sign, stamp and submit.	
3	Appendix 2: Scope of Work signed	Sign & stamp, scan and save as ‘Scope of Work’	Complete, sign, stamp and submit.	
4	Appendix 3: Bill of Quantities (BOQs)	Complete, sign & stamp, scan and save as ‘Bill of Quantity’	Complete, sign, stamp and submit.	
5	Appendix 4: Work Completion Schedule	Complete, sign & stamp, scan and save as ‘Work Completion Schedule’	Complete, sign, stamp and submit. sign, stamp and submit.	
6	Appendix 5: Drawings	Sign, scan and save as ‘Drawing’	Sign, stamp and submit.	
7	Appendix 6: Equipment capability and proof of ownership (if owned)	Complete, sign & stamp; scan and save as ‘Equipment Capability’	Complete, sign, stamp and submit.	
8	Appendix 7: Supplier Questionnaire	Complete, sign, scan and save as ‘Supplier questionnaire’	Complete, sign, stamp and submit.	
9	Appendix 8: GOAL Terms and Conditions	Sign, scan and save as ‘GOAL Terms and Conditions’	Sign, stamp and submit.	
10	Company Trade Registration	Scan and save as ‘Company Trade Registration’	Submit copy of Company Trade Registration	
11	Valid Tax Clearance Certificate	Scan and save as ‘Valid Tax Clearance Certificate’	Submit copy of Valid Tax Clearance Certificate	

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12	CV and Diploma of Civil Engineer of the site engineer	Scan and save as 'CV and diploma'	Submit copies of CV and Diploma	
13	Bank statement for the last 6 months	Scan and save as 'bank statement'	Submit copies of the bank statement for the last 6 months	
14	At least two (5) previous work experience from INGO/NGO in similar types of works - providing proof of past contracts / completion certificates.	Scan and save as 'previous experience'	Submit copies of previous experience	
15	Company Profile	Attach copies of company profile and save as 'Company Profile'	Submit Company profile in your own format	

APPENDIX 1 - COMPANY DETAILS

1 CONTACT DETAILS

This section must include the following information regarding the Individual or Company and any partners or sub-contractors:

Name of the prime Tenderer		
Registered address of the prime Tenderer		
Company Name		
Address		
Previous Name(s) if applicable		
Registered Address if different from above		
Registration Number		
Telephone		
E-mail address		
Website address		
Year Established		
Legal Form. Tick the relevant box	<input type="checkbox"/> Company <input type="checkbox"/> Partnership	<input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (specify):
VAT/TVA/Tax Registration Number		
Directors names and titles and any other key personnel		
Please state name of any other persons/organisations (except tenderer) who will benefit from this contract (GOAL compliance matter)		
Parent company		
Ownership		
Do you have associated companies? Tick relevant box. If YES – provide details for each company in the form of additional table as per Contact Details	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Primary Contact	Secondary Contact
Name		
Current Position in the Organisation:		
No. of years working with the Organisation:		
Email address		
Telephone		
Mobile		
Other Relevant Skills:		
Institution (Date from – to)		
Degrees or Diplomas		

PROFESSIONAL OR CORPORATE MEMBERSHIPS

These are with external professional bodies that your company is registered with (please note this is not the company/ business registration details). Please attach copies of any relevant certificates or memberships and use more lines if necessary:

No	Name of the body	Year of registration	Membership Number
1			
2			
3			
4			

PROFILE

Tenderers should note that the information requested below will be required under the Essential Criteria. In total the answers to these questions should take no more than 2 pages

No	Description	Response	
1	An outline of the scope of business activities, and in particular details of relevant experience regarding contracts of this nature		
2	Provide details of two contracts of a similar nature carried out in the last two years (please state customer name, delivery location, value of contract, and dates)		
3	The number of years the Tenderer has been in business in its present form		
4	A statement of overall turnover and turnover in respect to the goods and services offered under the proposed agreement for the last three years as per the following table:	Year	Overall Turnover USD
		2020	
		2019	
		2018	
5	Where the Supplier proposes to use subcontractors or resellers/ distributors in the execution of the agreement this section should include details of the quality assurance mechanisms used by the Supplier to monitor the activities of its subcontractors or resellers/ distributors. Suppliers should note that commitment to quality, as evidenced by the existence of such quality control procedures, will be used as a Qualification Criteria		
6	Any other relevant information		

REFERENCES

At least 2 (two) relevant references who may be contacted on a confidential basis to verify satisfactory execution of contracts must be supplied. These references may not be GOAL personnel or related to a GOAL contract.

Respondents should supply this information for each of the references in the following format:

1	Name	
	Organisation	
	Address	
	Phone	
	Fax	
	Email	
	Nature of supply	
	Approximate value of contract	
2	Name	
	Organisation	
	Address	
	Phone	
	Fax	
	Email	
	Nature of supply	
	Approximate value of contract	
3	Name	
	Organisation	
	Address	
	Phone	
	Fax	
	Email	
	Nature of supply	
	Approximate value of contract	
4	Name	
	Organisation	
	Address	
	Phone	
	Fax	
	Email	
	Nature of supply	
	Approximate value of contract	

By including the above information, tenderers confirm that they have consent from the data subject to share this information with GOAL for the purpose of providing a reference, to allow GOAL to analyse offers and award a contract under this tender; and that the data subject understands that the personal data may be shared internally within GOAL and externally if required by law and donor regulations; and may be stored for a period of up to 7 years from the award of contract.

2 DECLARATION RE PERSONAL AND LEGAL CIRCUMSTANCES

THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERERS' ORGANISATION. Please tick Yes or No as appropriate to the following statements relating to the current status of your organisation		Yes	No
1	The Tenderer is bankrupt or is being wound up or its affairs are being administered by the court or has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations		
2	The Tenderer is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations		
3	The Tenderer, a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata or been guilty of grave professional misconduct in the course of their business		
4	The Tenderer has not fulfilled its obligations relating to the payment of taxes or social security contributions in Ireland or any other State in which the tenderer is located		
5	The Tenderer, a Director or Partner has been found guilty of fraud		
6	The Tenderer, a Director or Partner has been found guilty of money laundering		
7	The Tenderer, a Director or Partner has been found guilty of corruption		
8	The Tenderer, a Director or Partner has been convicted of being a member of a criminal organisation		
9	The Tenderer, a Director or Partner is under investigation, or has been sanctioned within the preceding three (3) years by any national authority of a United Nations Member State for engaging or having engaged in proscribed practices, including but not limited to: corruption, fraud, coercion, collusion, obstruction, or any other unethical practice.		
10	The Tenderer has been guilty of serious misrepresentation in providing information to a public buying agency		
11	The Tenderer has contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application		
12	The Tenderer has colluded between themselves and other bidders (a bidding ring), and/or the Tenderer has had improper contact or discussions with any member of GOAL staff and/or members of their family		
13	The Tenderer is fully compliant with the minimum terms and conditions of the Employment Law and with all other relevant employment legislation, as well as all relevant Health & Safety Regulations in the countries of registration and operations		
14	The Tenderer has procedures in place to ensure that subcontractors, if any are used for this contract, apply the same standards.		
15	Consistent with numerous United Nations Security Council resolutions including S/RES/1269 (1999), S/RES/1368 (2001) and S/RES/1373 (2001), GOAL is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of GOAL to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the Tenderer undertakes to use all reasonable efforts to ensure that it does not provide support to individuals or entities associated with terrorism.		

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in future tenders.

Date	
Name	
Position	
Telephone number	
Signature and full name	

3 SELF-DECLARATION OF FINANCE AND TAX

1. Turnover history

Turnover figures entered into the table must be the total sales value before any deductions

‘Turnover of related products’ is for companies that provide items or services in multiple sectors. Please enter information on turnover of items or services that are similar in nature to the items or services requested under this tender.

Trading year	Total turnover	Turnover of related products
2020		
2019		
2018		

Include a short narrative below to explain any trends year to year

3. GOAL operates within the law of the country of operation and within international legal requirements. GOAL expects all companies to fulfil their legal obligations, including meeting their tax liabilities and duties in accordance with the relevant tax legislation. Please comment below if you feel there are any matters you need to bring to GOAL’s attention.

Please continue on a separate sheet if necessary.

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in future tenders.

Signed: (Director) _____
 Date: _____
 Print Name: _____
 Company Name: _____
 Address: _____

APPENDIX 2 – SCOPE OF WORK

Scope of Works & Building Specifications

Scope of Works:

The scope of work for this contract is Construction of two drugs store for Kutum and Kabkabiya The works shall be completed according to the specifications detailed below and drawing attached (in Appendix 5)

Health & Safety

During implementation period, many factors of safety should be considered:

- Protective gloves and suitable protective clothing to protect hands or the whole body as required that should be provide to Labourers
- Fence the construction site to prevent the entry of unauthorised persons on construction sites, which are located in built-up areas and alongside vehicular and pedestrian traffic routes.

Works Specification

The scope of work for this contract is construction of drugs store according to specification and drawing attached

The contractor should supply good quality materials in complaisance with GOAL procurements standards which from part of the ITT document and execute work as specified bellow and detailed in the drawing,

All the construction materials and equipment supplied locally by the Contractor shall be of the best quality in their class and of the respective kinds as described in the contract and in accordance with the “Supervisor’s” instructions and to the satisfaction of the GOAL Engineer. They shall be inspected from time to time at the site during the progress of the work.

Any materials arriving on site found unsuitable shall be rejected. The Contractor shall replace the rejected material at his own expense.

Specification

Main building

Foundations

1. Excavation of trip trench 70cm X 50cm width
2. Supply materials and backfill the subfloor with gravel soil with proper watering and compaction in 20 cm layers.
3. Supply materials and build 0.7mW*0.5mH stones strip foundation with stones and fine sand using 1:6c/s Mortar according to the drawings attached with proper Curing

Reinforced concrete: all the reinforcement concrete is grade 1:2:4

Great beam

1. The layout and dimension of great beam is as the layout drawing
2. Reinforcement details as drawing
3. The dimension including on the drawing for great beam are 30cm X30cm
4. Proper treatment of with water 3days

Tie beam

1. Supply materials and cast reinforced concrete in the tie beam section 30cm*20cm.
2. treatment of with water 3days

Lintel

1. Supply materials and cast reinforced concrete in the tie beam section 30cm*20cm.
3. treatment of with water 3days

Wall

1. 33cm or 1.5 bricks wide wall are to be constructed from the top of great beam to underside roof and over roof for the parapet as
2. All walls are to be plastered internally and externally with sand mortar
3. Contractor to ensure this is good clean finished edge

Floor

1. 12cm thickness concrete with 1:3:6 cement: sand: gravel mix is to be placed as per drawing
2. Smooth concrete finished is required to finished floor proper treat with water for 3 days

Roof

1. Supply materials and fixed iron sheets .4mm, on the fabricate 4*8cm *3mm trusses, welded 6cm*3cm*1.7mm as purlins and fixing steel sheets with 10mm bolts with waterproof., the work including false Ceiling to the rooms, as the dimensions illustrated in the attached drawings.

GENERAL NOTES

MATERIALS AND WORKMANSHIP

- All the work noted in this specification must be carried out to the highest standard which is normally possible, using only the best materials and most skilled workmen. Samples of all construction materials must be shown to a representative of GOAL for written approval before starting construction.

SITE IN CHARGE

- The CONTRACTOR must employ an experienced site-in-charge who must be on site to supervise the work at all times when work is Generally leave the whole area of the site clean, washed, tidy and ready for use.

BASIC MATERIALS

CEMENT

- The choosing of cement brand must agree with a representative of GOAL. All cement brought to the site must be fresh (manufactured within previous three months) and in perfect condition for use. All cement brought to the site must be stored carefully so that it remains in perfect condition. Storage must be a totally dry place with a platform of planks or bamboo to keep all cement 6" minimum height above the ground.

COARSE AGGREGATE FOR CONCRETE

- The first choice of coarse aggregate chosen by GOAL is graded river gravel of suitable type and strength. The second choice of aggregate is broken stone of suitable type and strength. The

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 source of aggregate should be clean and free from impurities and plant material. The shape of the aggregate should be mostly rounded with a small number which are long or flat. If this type of aggregate is not available the CONTRACTOR must agree with a representative of GOAL which other type to use.

SAND

- The first choice of sand chosen by GOAL is good quality river sand. The sand must not contain mud, dust, or pieces of plants. The CONTRACTOR must make all efforts to obtain coarse sand (with zero fines). A sample of sand must be shown to a representative of GOAL. For plastering the sand must be sieved according to the GOAL Construction Engineer’s additional specification.

WATER

- Clean water must be used in all construction works especially for plaster or mortar. The CONTRACTOR must inform a representative of GOAL as to the source of water used in all construction works.

WORKMANSHIP

BLOCKWORK WALL WORKMANSHIP

- All block walls should be laid in 1:4 cement: sand mortar. All bricks or block surfaces must be wetted with water before laying commences. Blocks should be soaked for just sufficient time for water to penetrate the whole brick. Existing wall brick layers should be wetted slightly before laying new bricks. All mortar joints should be equal and 10mm thick. All perpends in alternate courses should be in a vertical line. All vertical and horizontal joints are to be completely filled with mortar. New brickwork and blockwork must not be laid for more than 1m above the general construction level at any one time. Brickwork and blockwork must be kept covered with wet sacking for one week after laying.

CONCRETE WORKMANSHIP

- All materials for concrete (cement, sand, aggregate and water) must meet the quality specifications set out in Section B. The proportions of cement, sand and aggregate and must be determined by volume according to the following table:

Concrete Mix (1m3)	Cement	Dry Sand	Gravel
1:2:4	320kg	0.45m3	0.9m3
1:3:6	220kg	0.46m3	0.92m3

- Water/cement ratio quantity of water must not to exceed the following:

Concrete Mix	Amount of water

1:2:4	32 litres per 50kg cement
1:3:6	25 litres per 50kg cement

APPENDIX 3 – BILL OF QUANTITIES**Please complete and sign the BOQ.**

GOAL - SUDAN PROGRAMME						
REF NO: G/S/ELF-P-1276						
Construction of 2 medical drug stores						
Line Item No	Quantity Requested	Unit	Item Description	Specifications	Unit Price/USD	Total Price/USD
1-Kutum Drug store						
1- excavation and building work						
1	50.00	m	Excavation work	Cost excavation work for strip foundation trench 70cm*50 cm according to the drawings attached.		
2	60.00	m ³	Backfill	Supply materials and backfill the subfloor with gravel and soil with proper and compaction in 20cm layers		
Sub						
2- concrete work						
3	50.00	m	Great beam	Supply materials and cast reinforced concrete for great beam section 30cm*33cm with 1:2:4 cement:cement ratio with 6 pcs of 12mm with stirrups of ø6 mm@ 20cm c/c , according to the details in drawings and specifications.)		
4	50.00	m	lintel beam	Supply materials and cast reinforced concrete for lintel beam section 20cm*33cm with 1:2:4 cement:cement ratio with 4pcs of 12mm with stirrups of ø6 mm@ 20cm c/c , according to the details in drawings and specifications)		
5	42.00	m	tied beam	Supply materials and cast reinforced concrete for tied beam section 20cm*33cm with 1:2:4 cement:cement ratio, with 4pcs of 12mm with stirrups of ø6 mm@ 20cm c/c , according to the details in drawings and specifications.)		
6	12.00	m ³	concrete floor	Supply materials and casting plain concrete floor 12cm thickness with 1:2:4 ratio concrete sand gravel with good watering.		
Sub						

3- bricks and stone works						
7	50.00	ml	Foundation work	Supply materials and build strip foundation with stones and cement, sand mortar 70cm*50cm		
8	50.00	ml	2 brick wall	supply materials and build 2 brick wall 50cm height, with cement mortar 1:6 with proper watering		
9	272.00	m2	1.5 brick wall	supply materials and build 1.5 brick wall with sand cement mortar 1:6c with proper watering .		
				Sub		
4 - roofing work						
10	3.00	pcs	Trusses	supply materials and fabricated trusses from 4cm * 8cm * 3mm iron box according to attached drawing		
11	130.00	ml	purlins	Supply material and ,weld 3cm*6cm* 1.7mm as purlins on the trusses according to attached drawing		
12	140.00	m2	iron sheet	Supply materials and fixed .4mm iron sheets on the purlinse according to attached drawing		
13	104.00	m2	ceiling roof	supply material and fixed manufactory (gypsum) ceiling roof according to drawing attached and the cost including wire for tying		
				Sub		
5 -windows and doors						
14	1.00	each	Iron door	Supply and fit iron doors (2m*2.5m) , the door to be fabricated from 4cm x8cm *3mm, externaly and internaly 3cm *6cm , the door should has 2 leafs, to be attached will double 1mm iron sheet hing should be frenche type 4inch , for more details see drawing and specifications attached, price inclusive painting with antirust and pecified color		
15	1.00	each	Iron door	Supply and fit iron doors (1m*2.2m) , the door to be fabricated from 4cm x8cm *3mm, externaly and internaly 3cm *6cm , the door should has 2 leafs, to be attached will double 1mm iron sheet hing should be frenche type 4inch , for more details see drawing and specifications attached, price inclusive painting with antirust and pecified color		
16	1.00	each	window	supply materials and fit 1m *1.2m iron windows, fabricated from 3cm*6cm *1.7mm, to be attached by 1mm iron sheet and paint with specify color.		
17	8.00	each	Sky light	Supply and install 2 sky light windows 50cm*60cm with 3cm*6cm as frame and sides according to attached drawing		

ITT G/S/ELF/P/1276/2021/ Construction of 2 drug stores in Kabkabiya and Kutum – ND State

				Sub			
6 -plastering and painting works							
18	560.00	m2	Plastering	Supply materials and render fair face plaster on the internal and the external walls with 1:6 cement:lime:sand mortar as per specifications with proper water treatment.			
19	560.00	m2	Painting	Supply materials and render painter with white wash and fair face painting (3 coates) with pomastic on the internal and the external walls to the color specified .			
Sub							
7 -Electricity work							
21	4.00	pcs	socket,	supply and install eletricity socket, 13A , ,the cost including all accessory thing			
22	10.00	pcs	switch	supply and install eletricity switch 2ways, 13A ,the cost including all neccessry accessry			
23	10.00	psc	lamp/lighting	supply and install surface lighting (lamp)			
24	6.00	pcs	ceiling fan	supply and installing celing fan, KDK with all accessory item			
Sub-total cost for Kutum Drug Store							
2-Kabkabia Drug store							
1- excavation and building work							
1	50.00	ml	Excavation work	Cost excavation work for strip foundation trench 70cm*50 cm according to the drawings attached.			
2	60.00	m3	Backfill	Supply materials and backfill the subfloor with gravel and soil with proper and compaction in 20cm layers			
Sub							
2- concrete work							
3	50.00	m l	Great beam	Supply materials and cast reinforced concrete for great beam section 30cm*33cm with 1:2:4 cement:cement ratio with 6 pcs of 12mm with stirrups of ø6 mm@ 20cm c/c , according to the details in drawings and specifications.)			
4	50.00	m l	lintel beam	Supply materials and cast reinforced concrete for lintal beam section 20cm*33cm with 1:2:4 cement:cement ratio with 4pcs of 12mm with stirrups of ø6 mm@ 20cm c/c , according to the details in drawings and specifications)			

ITT G/S/ELF/P/1276/2021/ Construction of 2 drug stores in Kabkabiya and Kutum – ND State

5	42.00	m l	tied beam	Supply materials and cast reinforced concrete for tied beam section 20cm*33cm with 1:2:4 cement:cement ratio, with 4pcs of 12mm with stirrups of ø6 mm@ 20cm c/c , according to the details in drawings and specifications.)		
6	12.00	m3	concrete floor	Supply materials and casting plain concrete floor 12cm thickness with 1:2:4 ratio concrete sand gravel with good watering.		
				Sub		
3- bricks and stone works						
7	50.00	ml	Foundation work	Supply materials and build strip foundation with stones and cement, sand mortar 70cm*50cm		
8	50.00	ml	2 brick wall	supply materials and build 2 brick wall 50cm height, with cement mortar 1:6 with proper watering		
9	272.00	m2	1.5 brick wall	supply materials and build 1.5 brick wall with sand cement mortar 1:6c with proper watering .		
				Sub		
4 - roofing work						
10	3.00	pcs	Trusses	supply materials and fabricated trusses from 4cm * 8cm * 3mm iron box according to attached drawing		
11	130.00	ml	purlins	Supply material and ,weld 3cm*6cm* 1.7mm as purlins on the trusses according to attached drawing		
12	140.00	m2	iron sheet	Supply materials and fixed .4mm iron sheets on the purlinse according to attached drawing		
13	104.00	m2	ceiling roof	supply material and fixed manufactory (gypsum) ceiling roof according to drawing attached and the cost including wire for ting		
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5 -windows and doors						
14	1.00	each	Iron door	Supply and fit iron doors (2m*2.5m) , the door to be fabricated from 4cm x8cm *3mm, externaly and internaly 3cm *6cm , the door should has 2 leafs, to be attached will double 1mm iron sheet hing should be frenche type 4inch , for more details see drawing and specifications attached, price inclusive painting with antirust and pecified color		
15	1.00	each	Iron door	Supply and fit iron doors (1m*2.2m) , the door to be fabricated from 4cm x8cm *3mm, externaly and internaly 3cm *6cm , the door should has 2 leafs, to be attached will double 1mm iron sheet hing should be frenche type 4inch , for more details see drawing		

ITT G/S/ELF/P/1276/2021/ Construction of 2 drug stores in Kabkabiya and Kutum – ND State

				and specifications attached, price inclusive painting with antirust and pecified color		
16	1.00	each	window	supply materials and fit 1m *1.2m iron windows, fabricated from 3cm*6cm *1.7mm, to be attached by 1mm iron sheet and paint with specify color.		
17	8.00	each	Sky light	Supply and install 2 sky light windows 50cm*60cm with 3cm*6cm as frame and sides according to attached drawing		
				Sub		
6-plastering and painting works						
18	560.00	m2	Plastering	Supply materials and render fair face plaster on the internal and the external walls with 1:6 cement:lime:sand mortar as per specifications with proper water treatment.		
19	560.00	m2	Painting	Supply materials and render painter with white wash and fair face painting (3 coates) with pomastic on the internal and the external walls to the color specified .		
				Sub		
7 -Electricity work						
21	4.00	pcs	socket,	supply and install eletricity socket, 13A , ,the cost including all accessory thing		
22	10.00	pcs	switch	supply and install eletricity switch 2ways, 13A ,the cost including all neccessry accessry		
23	10.00	psc	lamp/lighting	supply and install surface lighting (lamp)		
24	6.00	pcs	ceiling fan	supply and installing celing fan, KDK with all accessory item		
Sub-totoal cost for Kabkabya Durg						

TOTAL for Kutum and Kabakabya						
			Contractor Name: _____		VAT17%	
					Transportation Cost	
			Signature and Stamp : _____ -		Insurance cost	
					Other Taxes and Fees (if any)	
			Date: _____		Discount (If any)	
					Grand Total	

APPENDIX 4 – WORK COMPLETION SCHEDULE

Please complete and sign the work completion schedule.

GOAL -SUDAN

Appendix: 4

REF NO: ELF-P-1276
Construction of 2 drug store for sites

Works Schedule - Kabkabiya Drug Store

Item	Description	Duration	Month 1				Month 2				Month 3			
			1	2	3	4	1	2	3	4	1	2	3	4
1	Mobilizing material and equipment for 2 sites													
2	layout and excavation work for foundation and pits													
3	foundation work													
4	bricks work													
5	concrete work													
6	roof work and other steel work													
7	floor work													
8	windows and doors work													

9	plastering work													
10	ceiling roof work													
11	painting work													
12	Had over													

Vendor Name:
Contact:
Signature:
Date:

GOAL -SUDAN

Appendix: 4

REF NO: ELF-P-1276
Construction of 2 drug store for sites

Works Schedule - Kutum Drug Store

Item	Description	Duration	Month 1				Month 2				Month 3			
			1	2	3	4	1	2	3	4	1	2	3	4
1	Mobilizing material and equipment for 2 sites													
2	layout and excavation work for foundation and pits													

ITT G/S/ELF/P/1276/2021/ Construction of 2 drug stores in Kabkabiya and Kutum – ND State

3	foundation work													
4	bricks work													
5	concrete work													
6	roof work and other steel work													
7	floor work													
8	windows and doors work													
9	plastering work													
10	ceiling roof work													
11	painting work													
12	Had over													

Vendor Name:
Contact:
Signature:
Date:

APPENDIX 5 – DRAWINGS

*ATTACHED WITH THIS DOCUMENTS. NOTE. PLEASE MAKE SURE THAT YOU RECEIVED
3 DESIGNS AS PER THE BELOW:*

1. Y-Y SECTION.
2. PLAN FOR DRUG STORE.
3. ELEVATION.

APPENDIX 6 – EQUIPMENT CAPABILITY

Include details of any trucks, tippers, pickups, cars, rammers, concrete mixers, surveying equipment, scaffolding equipment etc.

Please provide copy of registration numbers for the vehicles that will be mentioned below.

Proof of ownership also to be supplied with this bid

يتم فحص و تاكيد المعلومات ادناه قبل توقيع العقد

S.NO	Type Of Equipment	Is the equipment Owned or Hired	Total Number of Equipment	Condition of the Equipment (Good / Fair / Poor)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

APPENDIX 7 – SUPPLIER QUESTIONNAIRE

All parties wishing to submit a bid for the above works must complete the below questionnaire in full and return with their bid.

No.	Question	Answer
	Administrative Evaluation	
1.	Have you provided CV of site engineer with proof of their qualifications	___ YES ___ NO
2.	Have you provided valid company registration document with your offer?	___ YES ___ NO
3.	Have you provided valid tax clearance certificate with your offer?	___ YES ___ NO
4.	In what year was the company established?	
5.	Do you accept payment by bank transfer	___ YES ___ NO
6.	Confirm the offer submitted is valid for 90 days from date of submission	___ YES ___ NO
7.	Offer currency in USD?	___ YES ___ NO
8.	Have you submitted company bank statements for the last 6 months?	___ YES ___ NO
9.	Is the Bill of Quantities submitted with your offer – filled in completely , signed and stamped?	___ YES ___ NO
10.	Is the work schedule submitted with your offer filled in, signed and stamped?	___ YES ___ NO
11.	Are the technical drawings signed & stamped by your company & returned with bid?	___ YES ___ NO
12.	Have you submitted GOAL Terms & conditions (at bottom of ITT document – signed and stamped by you with your offer?)	___ YES ___ NO
13.	Technical Evaluation	
	Please list all on-going works contracts that you are currently working on. Answer Format – Name of customer - type of work involved	1. 2. 3. 4.
14.	Please list all projects which you have undertaken that are similar to the works to be carried out under this contract. Answer format: Name of customer – Type of work involved Please attach proof of these works – contract, completion certificate etc.	1. 2. 3. 4. 5.
15.	Have you previously worked with GOAL?	___ YES ___ NO
16.	Have you submitted at least two references in APPENDIX 1 who can be contacted by GOAL to verify your past performance	___ YES ___ NO
17.	Have you submitted your company profile?	___ YES ___ NO
18.	Have you submitted a list of technical equipment and tools relevant to the works to be performed – along with proof of ownership	___ YES ___ NO

APPENDIX 8 - GOAL TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR SUPPLIES CONTRACTS:

1. SCOPE AND APPLICABILITY

These Terms and Conditions for supplies Contract apply to all supplies made to GOAL notwithstanding any conflicting, contrary or additional terms and conditions in any other communication from the service provider/contractor. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.
2. LEGAL STATUS

The service provider/contractor shall be considered as having the legal status of an independent contractor vis-à-vis GOAL. The service provider/contractor, its personnel and sub-contractors shall not be considered in any respect as being the employees of GOAL. The service provider/contractor shall be fully responsible for all Supplies delivered by its employees, and for all acts and omissions of such employees.
3. SUB-CONTRACTING

In the event the Service provider/contractor requires the services of a sub-contractor, the Service provider/contractor shall obtain the prior written approval of GOAL for all sub-contractors. The Service provider/contractor shall be fully responsible for all Supplies performed by its sub-contractors and service provider/contractors, and for all acts and omissions of such sub-contractors and service provider/contractors. The approval of GOAL of a sub-contractor shall not relieve the Service provider/contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.
4. ASSIGNMENT OF PERSONNEL

The Service provider/contractor shall not assign any persons other than those accepted by GOAL for work performed under this Contract.
5. OBLIGATIONS

The service provider/contractor shall neither seek nor accept instructions relating to this contract from any authority external to GOAL. Service providers/contractors may not communicate at any time to any other person, government or authority external to GOAL, any information known to them by reason of their association with GOAL which has not been made public, except in the course of their duties or by authorization of GOAL: nor shall the service provider/contractor at any time use such information to private advantage. The Service provider/contractor shall refrain from any action that may adversely affect GOAL and shall fulfil its commitments with the fullest regard to the interests of GOAL. These obligations do not lapse upon termination/expiration of their agreement with GOAL.
6. SERVICE PROVIDER/CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Service provider/contractor 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. reason of any other claim or demand against the Service provider/contractor.

7. ACCEPTANCE AND ACKNOWLEDGEMENT

Initiation of service or works under this contract by the service provider/contractor shall constitute acceptance of the contract, including all terms and conditions herein contained or otherwise incorporated by reference.
8. WARRANTY

The Services performed warrants upon delivery and for a period of twelve (12) months from the date of completion of the services provided/works completed under this Contract will conform in all aspects to the service and applicable standards specified for such services and any goods or equipment provided as part of the contract and will be free from material defects in workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than the Service provider/contractor.

The Service provider/contractor warrants the services/construction furnished under this Contract conforms 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 service provider/contractor provides to purchasers. Such guarantees shall apply to the services and works subject to this Contract.
9. CHECKS AND AUDIT

The Service provider/contractor shall allow any external auditor authorised by GOAL to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks of original documents, the implementation of the contract and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. The Service provider/contractor shall ensure that on-the-spot access is available at all reasonable times. The Service provider/contractor shall ensure that the information is readily available at the moment of the audit and if so requested, that the data be handed over in an appropriate form. These inspections may take place up to 7 years after the final payment.

Furthermore, the Service provider/contractor shall allow any external auditor authorised by GOAL carrying out verifications as required to carry out checks and verification on the spot in accordance with the procedures set out by the donor or in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

To this end, the Service provider/contractor undertakes to give appropriate access to any external auditor authorised by GOAL carrying out verifications as required to the sites and locations at which the project is implemented, including its information systems, as well as all documents and databases concerning the technical and financial management of the action and to take all steps to facilitate their work. Access given to agents of any external auditor authorised by GOAL carrying out verifications shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the Service provider/contractor must inform GOAL of their precise location.

The Service provider/contractor guarantees that the rights of any external auditor authorised by the GOAL carrying out verifications as required to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to the Service provider/contractor's partners, and subcontractors. Where a partner or subcontractor is an

international organisation, any verification agreement concluded between such organisation and the donor applies. GOAL, its donors or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the service provider/contractor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions.

10. RULE OF ORIGIN AND NATIONALITY

If any rules of origin and nationality are applicable due to donor requirements, limiting the eligible countries for goods, legal and natural persons, such rules shall be stated or referred to in the contract document. In such instances the service provider/contractor must adhere to these rules and be able to document and certify the origin of goods and nationality of legal and natural persons as required.

Failure to comply with this obligation shall lead, after formal notice, to termination of the contract, and GOAL is entitled to recover any loss from the service provider/contractor and is not obliged to make any further payments to the service provider/contractor

11. INSPECTION

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

12. FORCE MAJEURE

Force Majeure shall mean Acts of God, strikes, lockouts, discontinuation or termination of donor funding, laws or regulations of operating country, industrial disturbances, acts of the public enemy, civil disturbances, act of war (whether declared or not), explosions blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, and any other similar unforeseeable events which are beyond the parties' control and cannot be overcome by due diligence.

In the event of and as soon as possible and no later than fifteen (15) days after the occurrence of any cause constituting Force Majeure, the Service provider/contractor shall give notice and full particulars in writing to GOAL of such occurrence or change if the Service provider/contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Service provider/contractor shall also notify GOAL 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, GOAL shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Service provider/contractor of a reasonable extension of time in which to perform its obligations under this Contract, or termination of the Contract if any delay will force an extension to the delivery schedule. Notwithstanding anything to the contrary in this Contract, the Service provider/contractor recognizes that the Supplies may be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in itself, constitute Force Majeure under this contract.

13. DEFAULT

In case the contractor fails to comply with any term of the Contract, including but not limited to failure or refusal to perform the service/works within the time limit specified, they shall be liable for all damages sustained by GOAL, and GOAL may procure the service/works from other sources and hold the contractor responsible for any excess cost occasioned thereby. GOAL may collect damages from the contractor in lieu of purchasing the service/works from other sources. GOAL may by written notice terminate the right of the contractor to proceed with the contract or such part or parts thereof as to which there has been default, or if any service delivery is late, GOAL may cancel such part or the entire Contract.

14. REJECTION

In the case of services performed on the basis of specifications, outcome, pilot or combination thereof, GOAL shall have the right to reject the services or any part thereof if they do not conform with the terms of the Contract in the opinion of GOAL or is not performed or delivered in due time.

When the services or works or any part thereof have been rejected, GOAL shall have the right, without prejudice to the provisions of Article 9, to demand from the Service provider/contractor the immediate re-performance or delivery of acceptable services or works in replacement thereof in accordance with the contract or to purchase other similar services or works elsewhere and to claim from the Service provider/contractor the amount of loss or damages sustained by reason of the default.

Goods or any other part of any works or services, including any built structure thereof in GOAL's possession or at a GOAL programme site which have been rejected by GOAL must be removed or destroyed and removed at the Service provider/contractor's expense within such period as GOAL may specify in its notice of rejection.

After such notice has been dispatched to the Service provider/contractor, the Goods or any other part of any works or services, including any built structure thereof will be held at the latter's risk. Should the Service provider/contractor fail to remove the goods, part of any works or services or built structure as required by the notice of rejection, GOAL may dispose of them, without any liability to the Service provider/contractor whatsoever, in such manner as it deems fit and may charge the cost of removal to the Service provider/contractor.

15. AMENDMENTS

No change in or modification of this Contract shall be made except by prior agreement between GOAL and the Service provider/contractor.

16. ASSIGNMENTS & INSOLVENCY

The Service provider/contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Service provider/contractor's rights, claims or obligations under this Contract except with the prior written consent of GOAL.

Should the Service provider/contractor become insolvent or should control of the Service provider/contractor change by virtue of insolvency, GOAL may without prejudice to any other rights or remedies, terminate this Contract by giving the Service provider/contractor written notice of termination.

17. PAYMENT

The Service provider/contractor shall invoice GOAL and the terms of payment shall be thirty (30) working days after GOAL has internally confirmed acceptance of services/works and presentation of a legal invoice.

18. ANTI-BRIBERY/CORRUPTION

The Service provider/contractor shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and the United States Foreign Corrupt Practices Act 1977 (“Relevant Requirements”).

The Service provider/contractor shall have and maintain in place throughout the term of any contract with GOAL its own policies and procedures to ensure compliance with the Relevant Requirements.

No monies are payable to GOAL by the Service provider/contractor in association with the execution of this contract. If the Service provider/contractor is approached by a GOAL member of staff for a payment, commission, ‘kickback’ or associated payment or any other advantage of any kind, they are obliged to report the request or payment directly to GOAL’s Country Director within thirty-six hours. Failure to report any request for payment by a GOAL member of staff or actual payment by the Service provider/contractor to a GOAL member of staff to the GOAL Country Director shall result in the immediate termination of any contract and may result in disqualification of the Service provider/contractor from participation in future contracts with GOAL.

19. ANTI-PERSONNEL MINES

The Service provider/contractor guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty shall entitle GOAL to terminate this Contract immediately upon notice to the Service provider/contractor, at no cost to GOAL.

20. ETHICAL PROCUREMENT AND PROCUREMENT PRACTICE

The Service provider/contractor represents and warrants that neither it, nor any of its service provider/contractors is engaged in any practice inconsistent with the following code of conduct for service provider/contractors: Employment is freely chosen, freedom of association and the right to collective bargaining are respected, working conditions are safe and hygienic, no child labour/protection of children is ensured, living wages are paid, working hours are not excessive, no discrimination is practiced, regular employment is provided, no harsh or inhumane treatment is allowed, any harm to the environment shall be avoided or limited. Any breach of this representation and warranty shall entitle GOAL to terminate this Contract immediately upon notice to the Service provider/contractor, at no cost to GOAL. The service provider/contractor must adhere to the principles of humanitarian aid.

21. OFFICIALS NOT TO BENEFIT

The Service provider/contractor warrants that no official of GOAL has received or will be offered by the Service provider/contractor any direct or indirect benefit arising from this Contract or the award thereof. The Service provider/contractor will notify GOAL immediately in case any official from GOAL requests any unofficial, or additional payment, or gift to their personal account. The Service provider/contractor agrees that breach of this provision is a breach of an essential term of this Contract.

22. PRIOR NEGOTIATIONS SUPERSEDED BY CONTRACT

This Contract supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Contract.

23. INTELLECTUAL PROPERTY INFRINGEMENT

The Service provider/contractor warrants that the use or supply by GOAL of the services sold under this Contract does not infringe on any patent, design, trade-name or trade-mark. In addition, the Service provider/contractor shall, pursuant to this warranty, indemnify, defend and hold GOAL harmless from any actions or claims brought against GOAL pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Contract.

All maps, drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Service provider/contractor under this Contract shall be the property of GOAL, and shall be treated as confidential and shall be delivered only to GOALs authorized officials on completion of work under this Contract Unless authorised in writing by GOAL, the Service provider/contractor shall not advertise or otherwise make public the fact that he is a Service provider/contractor to GOAL or use the name, emblem or official seal of GOAL or any abbreviation of the name of GOAL for advertising purposes or for any other purposes.

24. TITLE RIGHTS

GOAL shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the organisation by the Service provider/contractor. At the request of GOAL, the Service provider/contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights transferring them to the organisation in compliance with the requirements of the applicable law.

Title to any equipment and supplies which may be furnished by GOAL and any such equipment shall be returned to GOAL at the conclusion of this Contract or when no longer needed by the Service provider/contractor. Such equipment, when returned to GOAL, shall be in the same condition as when delivered to the Service provider/contractor, subject to normal wear and tear.

25. TITLE TO EQUIPMENT

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

26. PACKING

The Service provider/contractor shall pack any goods with new, sound materials and with every care, in accordance with the normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The Service provider/contractor shall be responsible for any damage or loss that can be shown to have resulted from faulty or inadequate packing.

27. SHIPMENT AND DELIVERY

All services and works shall be delivered at the agreed place of delivery as stated in the Contract, at the Service provider/contractor’s risk, unless otherwise provided for in the Contract.

28. INSURANCE

The service provider/contractor shall provide and thereafter maintain for the duration of this contract and any extension thereof all appropriate workmen's compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death in connection with this contract. The service provider/contractor shall, upon request, furnish proof to the satisfaction of the GOAL, of such liability insurance. The service provider/contractor shall further provide such health and medical insurance for its agents and employees, as the service provider/contractor may consider advisable. The service provider will in all cases ensure they have third party liability cover for the duration of the contract.

29. INDEMNIFICATION

The Supplier agrees to indemnify, hold and save GOAL harmless and defend at its own expense GOAL, its officers, agents and employees from and against all suits, claims, demands and liability of whatever nature or kind, including costs and expenses thereof and liability arising there from, with respect to, arising from or attributable to acts or omissions of the Supplier or its employees or sub-contractors in or relating to the performance of this Contract. This provision shall extend to, but shall not be limited to, product liability claims.

GOAL will promptly notify the Supplier of any such suit, claim, proceeding, demand or liability within a reasonable period of time after having received written notice thereof, and will reasonably cooperate with the Supplier, at the Supplier's expense, in the investigation, defence or settlement thereof, subject to the privileges and immunities of GOAL.

The Supplier shall not permit any lien, attachment or other encumbrance by any person or entity to remain on file in any public or official office or on file with GOAL 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 Supplier.

30. TERMINATION OF CONTRACT

Either party may cancel this Contract before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be 5 days in the case of contracts with a total period of less than two months or 14 days in the case of contracts with a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the Service provider/contractor shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of GOAL. Additional costs incurred by GOAL resulting from the termination of the Contract by the Service provider/contractor may be withheld from any amount otherwise due to the Service provider/contractor from GOAL.

This contract shall be automatically terminated, and the Service provider/contractor shall have no right to any form of compensation, if it emerges that the award or execution of the contract has given rise to unusual commercial expenses.

Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company

GOAL reserves the right to withhold payments while any investigation is taking place into suspected wrongdoing or breaches of policy. GOAL reserves the right to make no payment of sums due (even when goods or services have been supplied), in instances where wrongdoing is present.

31. DATA PROTECTION

The service provider/contractor hereby acknowledges that it shall comply with all applicable requirements of The General Data Protection Regulation (EU 2016/679); The Data Protection Acts 1988-2018; and The E-Privacy Directive 2002/58/EC, as amended from time to time (the "Data Protection Legislation") should Personal Data be accessed, viewed or in any way Processed by the Supplier. If during the term of the Contract it is contemplated that the Supplier will Process Personal Data, the Supplier shall only engage in such Processing where a data processing agreement has been put in place. GOAL reserves the right to rescind any Contract should the Supplier's data protection and security procedures be considered (in GOAL's sole opinion) non-compliant with the Data Protection Legislation. Defined terms in this clause 31 will have the meaning set out in the Data Protection Legislation as defined above.

32. CONFIDENTIALITY

The Supplier shall not advertise or otherwise make public the fact that he is a Supplier to GOAL without specific approval from GOAL. Nor shall the Supplier in any manner whatsoever use the name of GOAL, or any abbreviation thereof, in connection with his business or otherwise. Non-observance of these conditions shall entitle GOAL to cancel the Contract, or any part thereof, and to hold the Supplier liable for any damages which GOAL has sustained as a result thereof.

33. DISPUTES - ARBITRATION

Any claim or controversy arising out of or relating to this or any contract resulting here from, or to the breach, termination or invalidity thereof, shall be, unless settled amicably through negotiation, submitted to arbitration in accordance with Irish law.

34. SETTLEMENT OF DISPUTES

The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of or in connection with this Contract including any disputes regarding the existence, validity or termination. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

Unless, any such dispute, controversy or claim between the parties arising out of or relating to this Contract or the breach, existence, termination or invalidity thereof is settled amicably under the preceding paragraph of this article within sixty (60) days after receipt by one party of the other party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration rules as at present in force, including its provision on applicable law. The place of arbitration shall be Ireland and the language to be used in the proceedings shall be English. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall also have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration and as being the final adjudication of any such dispute, controversy or claim.

35. WITHHOLDING TAX

GOAL reserves the right to deduct withholding tax from the service provider/contractor's invoice if so required by law. This will apply unless the service provider/contractor has supplied in advance the required documentation proving its exemption from withholding tax (e.g. withholding tax exemption certificate).

36. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by the laws of Ireland and subject to the exclusive jurisdiction of the Irish Courts.

37. BANK GUARANTEE

When specifically requested by GOAL, a bank guarantee from a well reputed bank acceptable to GOAL in the currency in which the Contract is payable and for an amount to be prescribed by GOAL shall be obtained by the Service provider/contractor at his expense and deposited with GOAL before start of the Contract. In the event of any loss, damage and/or extra costs incurred by GOAL by reason of the Service provider/contractor's default, negligence or failure to perform the terms and conditions of the Contract or any part thereof, that part of any such loss, damage and/or extra costs which is represented by the full or by any lesser amount of such guarantee shall be immediately and initially reimbursable to GOAL from such guarantee without prejudice to its right to hold the Service provider/contractor liable for the full amount of such loss, damage and/or extra cost. The guarantee shall be valid for a period of not less than 30 days after the services or works are confirmed as concluded by GOAL.

38. ENVIRONMENTAL STANDARDS

Service provider/contractors should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

- Waste Management
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability
- Include something about raw materials/sourcing.

39. HUMAN TRAFFICKING

GOAL has adopted a policy supporting the prohibition of trafficking in persons including the trafficking-related activities for any purpose, including the use of forced labour. Service providers/contractors and their employees, and agents shall not:

- Engage in severe forms of trafficking in persons during the period of performance of the contract;
- Procure commercial sex acts during the period of performance of the contract;
- Use forced labor in the performance of the contract;
- Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work

Should the Service provider/contractor become aware of, or suspect, human trafficking activities during the execution of the contract the Contractor must immediately inform GOAL to enable appropriate action to be taken.

In respect to any contract funded by the UK Government the Service provider/contractor is expected to be familiar with the terms of the UK Modern-Slavery Act 2015, and to abide by the conditions of the Act.

Signed:

Print name: Position:

Company Name: Date:

Address: