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| **Annex B – Terms and References** | |  |
| **Subject:** | CONSTRUCTION OF EMERGENCY LATRINES – Thawra 76 IDP site |
| **Project:** | Omdurman |
| **Date:** | December 26th, 2024 |

1. Description of works

To improve the sanitary conditions and contribute towards the public health of the population living in the Al Eskan Thawra 76 IDP site, MSF plans to contract the construction 240 Ventilated Improved Pit (VIP) Latrines.

This will consist of 60 blocks, each with 4 latrines, consisting of an excavated pit, reinforced concrete slab and a steel frame and corrugated sheet superstructure. Additional requirements include the installation of solar lighting, and design elements to improve the user experience for women and girls.

A complete description of the works can be find in the ‘Tender Package’ (Annex D and E). The Client of the Project is Médecins Sans Frontières – Operational Centre Amsterdam (MSF OCA).

1. Eligibility and qualification requirements
   1. Company fact sheet

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

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

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

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

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

* 1. Bid summary form (Annex A)

All quotations submitted shall include a completely filled out bid summary form.

* 1. Bill of Quantity

All quotations submitted shall include a ‘bill of quantity’ splitting up the offer in materials, quantities, unit prices and labour costs. ‘Bill of quantity’ shall mention all materials, works and costs needed to realise the structure described in the tender package (Annex D and E)

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

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

1. One Bid per Bidder per work

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

1. Traveling and other costs

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

1. Cost of quotation

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

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

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

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

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

1. Quotation validity
   1. Quotations shall remain valid and open for acceptance for a period of 30 calendar days after the submission of the Quotation.
2. Format and signing of quotations
   1. The Quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to bind the Bidder to the form of a written power of attorney. The person or persons signing the Quotation shall initial all pages of the requested documents.
   2. The complete Quotation shall be without alterations, interlineations or erasures, except those to accord with instructions issued by ‘MSF’, or as necessary to correct errors made by the Quotation, in which case such corrections shall be initialled by the person or persons signing the Quotation.
   3. No Bidder may participate in the Quotation of another for the same contract in any relation whatsoever.
3. Sealing and marking of quotations

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

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

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

1. Highest standards of ethics
   1. MSF requires Employees, Bidders and Contractors, to observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of this, MSF defines, for the purposes of this provision, the terms set forth below as follows:
2. “corrupt practice” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
3. “fraudulent practice” includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the MSF, and includes collusive practices among Bidders prior to or after bid submission designed to establish bid prices at artificial, non-competitive levels and to deprive the MSF of the benefits of free and open competition;
   1. In any case where fraud or corruption is identified, MSF will

* reject any bids where the Bidder has engaged in corrupt or fraudulent practices in competing for the Contract; and
* remove bidding contractors who engage in fraudulent or corrupt practices, from our prequalified list
* liaise with local authorities to report if fraudulent or corrupt practices are identified

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

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