



INVITATION TO TENDER

FOR

MULTIPLE LOTS OF CIVIL AND CONSTRUCTION WORKS IN ABUJABIRA LOCALITY OF EAST DARFUR

TO

ALIGHT SUDAN PROGRAM

TENDER REFERENCE NUMBER: ALIGHT/ED/ITT/ELD529



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1. ABOUT ALIGHT:

Alight (Formerly known as Alight) is an international humanitarian agency providing health care and clean water, shelter, protection, and economic opportunity to more than 3.5 million people in 17 countries each year. Alight sees and helps every person make meaningful change in the world – from displaced and marginalized communities in Africa, Asia and the Americas.

OUR PURPOSE

Alight exist to inspire and unleash the abundance in every person. We're becoming an organization that sees possibility instead of scarcity, that provides services truly worthy of human beings instead of just 'good enough.' From the people we serve to the people who serve alongside us, our purpose is to unlock limitless potential, together. That's when abundance happens.

WHAT WE DO

We build a meaningful life for and with the displaced. When we find people displaced from their homes, countries, or lives, our instinct may be to focus only on their basic needs. And that is essential. But it's also not a life. A life is filled with joy, dignity, connection, and purpose. And that's what we aim to build.

We are an open family of organizations that works closely with refugees, trafficked persons, and economic migrants, to co-design solutions that help them build full and fulfilling lives – lives that are Alight. For more information, please log in to https://wearealight.org/

2. TENDER TIMELINE:

Activity	<u>Date</u>
Invitation to Tender	June 14, 2021
Last day to Collect bid document	June 15, 2021, 16:00 hrs.
Last day of submission of Bids	June 30, 2021, 15:00 hrs.
Opening of Bids	July 1, 2021, 10:00 hrs.
Tender Committee Reviews / Bid clarifications as required	July 01 to 07, 2021
Award Contract and "Go-Live" with Supplier	July 09, 2021
Preliminary technical hand-over	July 13, 2021
Deadline for finishing works and handover	October 15, 2021

3. BACKGROUND FOR THIS TENDER

Alight, registered international humanitarian organization in Sudan working with communities since 2004 has received UNHCR funding for implementing WASH projects in different part of Sudan. Hence, Alight is seeking bids from potential suppliers/contractor with proven experience for drilling boreholes and construction of water system in the country. Alight invites applications from qualified contractors to drill deep borehole and construct Water reservoir & distribution Structures as described and summarized in this tender document, and in accordance with BOQs, specification, timeline, procedures & conditions presented herein. ALIGHT reserves the right to vary the quantity of materials specified in the Tender Package without any changes in unit price or other terms and condition and accept or reject any or part of the submitted offers.

The specifications for these materials are included within this tender document. The selected contractor/vendor(s) shall complete the construction of single lot, or all lots (Lot-1, Lot-2, and Lot-3) as per required specification in AbuJabira locality, East Darfur State.



4. INSTRUCTIONS TO BIDDERS

- 1. Participation is open on equal conditions to all qualified entities specialized in the field.
- 2. By submitting a tender, the Bidder accepts in full the conditions of this tender, waiving his/her own conditions of sale.
- 3. Please read carefully all instructions and conditions. Please ensure that all relevant information and documentation is provided on time as failure to do so may result in rejection of your bid.
- 4. All Tender Documents must be completed in full, incomplete applications will be disqualified.
- 5. All Applicants will receive identical documents: No applicant should add, omit, or change any item, term or condition in original papers.
- 6. If Applicants have any additional request and conditions, this shall be stipulated in a separate letter accompanying the bid.
- 7. Each applicant should submit one bid only (for each work)
- 8. Each bid shall be valid for the period of 90-days from its date of submission.
- 9. Bids shall be made in writing calculated in USD only and clearly stated on the appropriate forms.
- 10. All prices must include all taxes, compulsory payments, levies and duties, including Sales Tax (if applicable).
- 11. The price schedule must include all information requested, including origin of materials.
- 12. The applicant shall attach a detailed timetable for carrying out the works (work plan) and propose ways and means to realize the works.
- 13. ALIGHT International is not liable for any damage to the applicant person or property in the event that something should occur. ALIGHT International strongly recommends that all applicants take extra precaution when visiting/delivering supplies to a project site and get their supplies insured if possible.
- 14. Suppliers should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Tender Committee may decide to disqualify the vendor.
- 15. Any requests for clarifications regarding the project that are not addressed in written documents must be presented to ALIGHT in writing.
- 16. This Tender does not obligate ALIGHT to execute a contract nor does it commit ALIGHT to pay any costs incurred in the preparation and submission of proposals. Furthermore, ALIGHT reserves the right to reject any and all proposals without assigning any reason whatsoever.

5. SUBMISSION OF TENDERS

Tender package available from:	Tender package pick up location:					
June 13, 2021	ALIGHT office in Khartoum: Arkwit Block 57, House 19 Alsalam street,					
	Khartum House no.3A, Square 30, Alnazir district North, Eddeain, OR can					
	be received by email request: procurement.krt@wearealight.org					
Deadline for submission:	For Physical submissions: Full bidding documents with attachment in sealed					
June 30, 2021 at 15:00	envelope to ALIGHT offices in Khartoum: Arkwit Block 57, House 19					
	Alsalam street, Khartum House no.3A, Square 30, Alnazir district North,					
	Eddeain.					
	Note: Envelopes or emails should be marked ALIGHT/ED/ITT/ELD529					
	clearly stating whether financial or technical offer.					

5.1 Bid Submission Instruction: The documents must be filled and returned to the office listed above in a SEALED envelope on or before 30th June, 2021. The envelope should be clearly marked with the precise reference of the invitation to which it is in a response and the name of the applicant. Tenders delivered after the specified time will not be accepted. Two Envelope Tender process will be followed for evaluation of the tender. "Technical Proposal" and "Financial Proposal" should be marked and sealed separately with clear reference to Tender number and Name & Address of Bidder.



5.2 Bid Opening: The bids will be opened and reviewed in the presence of the Tender Committee of ALIGHT International. The applicant's name, the bid prices, the total amount of the bid, any discounts and such other information that the Committee may consider appropriate will be announced and registered in the minutes.

6. BID CRITERIA & EVALUATION:

6.1 Specific Eligibility Criteria:

Eligibility criteria must be met, and the corresponding supporting documents listed below under "Tender Submittals" \underline{must} be submitted with offers. Vendors who do not submit these documents may be $\underline{Disqualified}$ from any further technical or financial evaluation.

Eligibility/Mandatory Criteria:

- Evidence of registration in **Sudan Certificate of Business Registration**.
- Tax Identification Number (TIN)/Value Added Tax (VAT) Registration Certificate, whichever is applicable.
- Tax Clearance Certificate for past Fiscal Year.
- Registration with relevant Regulatory Authority/Line Ministry* in cases where applicable.
- Completed Tender Documents, Bidders Response Form & Bill of Quantities (BoQ)
- Compliance to Alight Policies Signed copy of Alights' Child Safeguarding, Anti-Corruption, IAPG Guidelines for Suppliers, and Conflict of Interest policies.

6.2 Bid Evaluation Criteria:

- a. Technical Evaluation 30%: The offers will first be evaluated on technical merits. The technical evaluation assesses the capacity of the company based on submitted technical documents. Relevant experience in similar projects, Technical Manpower & Equipment's and adherence to specifications, Bill of Quantities and complete submission of tender documents.
- **b. Financial Evaluation 60%:** The financial evaluation subject to the Technical evaluation is based on the cost of assignment given in the tender.
- **c.** Other Evaluations 10%: After ranking companies according to financial and technical criteria, the Tender Committee may take into account other criteria, including, but not limited to record of past performance, integrity, samples and community rapport, when assigning companies to the designated short list.

When analyzing the Bids, ALIGHT will consider the following documents

- Company Profile
- References from previous work projects (including contact information)
- Relevant Work Experience (Past 3 years' experience, please attach copy of past contracts or Work Completion certificates issued by clients)
- Delivery terms/Delivery schedule
- Last 3 (Three) years audit reports/financial statements
- Financial offer provided.
- Validity of the offer

7. <u>INFORMATION REQUIRED</u>

Please provide information requested in section. All Sections below must be completed and included in the Bid. Vendors can either utilize the response documents contained in this tender package to submit their offer or they can submit an offer in their own format as long as it contains all the required documents and information specified by this tender. The original proposal shall be signed by the vendor or a person or persons duly authorized to bind the



vendor to the contract. All Financial offer pages of the proposal shall be initialed by the person or persons signing the proposal and stamped with the company seal.

A. Specification of items

Please read carefully the technical specifications, unit and quantities being offered for guidance in bidding.

B. Pricing

The Price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. As a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, either in the form of a total fixed price or a per-unit/deliverable fixed price. Vendors must show unit prices, quantities, and total price, as displayed in the or BoQ in Annexes attached.

All items must be clearly labeled and included in the total offered price.

- 1. Currency: the offers should be submitted in USD, United States Dollar.
- 2. Any VAT and customs duties (if applicable) must be included in the prices quoted and clearly indicated;
- 3. Any discount offered to ALIGHT must be clearly indicated as a percentage of the overall cost.
- 4. Prices should be including all the necessary charges including labour, transportation, materials or any other charges whatsoever.

C. Lead Time and Delivery Details

- 1. Please provide a detailed proposed **delivery lead-time/Work Schedule**. This information will be contained in the contract with the successful bidders.
- 2. The tools, materials or equipment used during thus supply of these tools must be free from objectionable matter and any substances that would represent a hazard to health.

D. <u>Due Diligence</u>

Upon completion of both the technical and financial evaluations ALIGHT may choose to engage in additional due diligence processes with a supplier(s). The purpose of these processes is to ensure that ALIGHT engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):

- System of Award Management (SAM) check.
- Reference Checks, past relevant experience.
- Supplier's facility visits
- Analysis of audited financial statements
- Determination of relations and affiliations between offerors
- Other appropriate documented method giving ALIGHT increased confidence in the supplier's ability to perform.

8. PAYMENT TERMS

- 1. Must have recognized bank account (ALIGHT will make all payments in bank through bank transfers).
- **2.** Payment will be made by bank transfer within two weeks from receipt of invoice by ALIGHT of the delivery, documentation and an associated invoice, in accordance with the contract and delivery lead-time.

3. Payment Term can be

- i. No Advance Payment where applicable, bidders may present advance Payment Guarantee (Bank Guarantees)
- ii. Stage payments after verification of stage works by technical team/consultant, will be agreed at contract stage.
- iii. Full payment on completion of works



9. CONDITIONS OF THE TENDER

- 1. ALIGHT is not bound to accept the lowest offer or any offer.
- 2. Submit both financial and Technical proposals in separate envelopes.
- 3. ALIGHT reserves the right to select and deal with any Bidder(s) necessary to provide ALIGHT with the best value for money.
- 4. This request for tender is not a contract or an offer into a contract, but a request for a quotation for the products indicated in this document.
- 5. Bidders are bound by their offer for a period of three months from the date of submission.
- 6. ALIGHT is not responsible for any costs associated with preparing the tender response.
- 7. ALIGHT reserves the right to alter the dates of the timetable.
- 8. Canvassing of ALIGHT staff in relation to this tender will result in disqualification of that Bidder.
- 9. ALIGHT will inform each Bidder of the outcome of the selection as it relates to their specific submission.
- 10. ALIGHT does not do business with companies or individuals that are public offenders as per the following criteria:
- They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into
 an arrangement with creditors, have suspended business activities, are the subject of proceedings
 concerning those matters, or are in any analogous situation arising from a similar procedure provided for in
 national legislation or regulations;
- They have been convicted of an offence concerning their professional conduct by a judgement that has the force of res judicata;
- They have been guilty of grave professional misconduct proven by any means that the contracting authority can justify;
- They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- They have been the subject of a judgement that has the force of res judicator for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
- Following another procurement procedure or grant award procedure, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

If you submit an offer based on this request, it shall constitute a guarantee that neither your company nor any affiliate or a subsidiary controlled by your company or yourself is in breach of any of the above provisions.

In addition to the ineligibility criteria applied by ALIGHT, negotiation with potential vendors may be severed at any stage during a procurement process if it is found that they are subject to a conflict of interest or are guilty of misrepresentation in supplying the information required by ALIGHT as a condition of participation in the contract procedure, or fail to supply all of the information requested

Queries regarding this tender must be addressed in writing to the following email address: Procurement.Krt@wearealight.org



10. BIDDER'S SIGNATURE.

I have read and understood this document	
Signed	Name:
Date	Company/ Organization:
Position:	Contact Telephone



ALIGHT

PURCHASING TERMS AND CONDITIONS

Unless the context indicates otherwise, the term "Buyer" refers to Alight. The term "Supplier/contractor" refers to the entity named on the order and contracting with the Buyer. The term "Contract" can be taken to mean either (a) the purchase order or (b) the supply agreement, whichever is in place.

GENERAL TERMS AND CONDITIONS

- 1) **Price**: The prices stated on the order shall be held firm for the period and / or quantity unless specifically stated otherwise
- 2) **Source of Instructions**: The Supplier/contractor shall not seek nor accept instructions from any source external to Alight in relation to the performance of the contract.
- 3) **Assignment:** The Supplier/contractor shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Buyer.
- 4) **Corruption**: The Supplier/contractor shall not give, nor offer to give, anyone employed by the Buyer an inducement or gift that could be perceived by others to be a bribe. The Supplier agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.
- 5) **Confidentiality**: All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Supplier under the contract shall be the property of Alight (buyer) and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Buyer upon request.
- 5.1 The Supplier/contractor may not communicate at any time to any other person, government or authority external to Alight, any information that has been compiled through association with Alight which has not been made public except with written authorization from the Buyer. These obligations do not lapse upon termination of the contract.
- 6) **Use of Emblem or Name:** Unless otherwise agreed in writing; the Supplier/contracto<u>r</u> shall not advertise nor make public the fact that it is or it is not supplying goods or services to the Buyer, nor shall the Supplier in any way whatsoever use the name or emblem of Alight in connection with its business or otherwise.
- 7) **Observance of Law:** The Supplier/contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.
- 8) **Force Majeure**: The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.
- 8.1 In the event of and as soon as possible after the occurrence of any cause deemed force majeure, the Supplier/contractor must inform the Buyer of the full particulars in writing. If the Supplier/contractor is rendered unable either in part or in whole to perform its obligations then the Buyer shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.
- 8.2 If the Supplier/contractor is permanently rendered incapable in whole or part by reason of force majeure to complete its obligations and responsibilities under the contract then the Buyer will have the right to suspend or terminate the contract on the same terms and conditions laid out in section 9, Cancellation.
- 9) Cancellation: The Buyer reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the Executive Council of Alight and/or lack of funding. In such a case the Supplier/contractor shall be reimbursed by Alight for all reasonable costs incurred by the Supplier/contractor, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.
 - 9.1 Should the supplier/contractor encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the buyer reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions.
- 10) Warranty: The Supplier/contractor shall provide the Buyer with all manufacturers' warranties. The supplier warrants that all goods supplied in relation to the contract meets specification, is defect free and is fit for the purpose of the intended use. If, during the warranty period, the goods are found to be defective or



- non- conforming to specification, the Supplier shall promptly rectify the defect. If the defect is permanent then at the choice of the Buyer the Supplier will either replace the item at their cost or reimburse the Buyer.
- 11) **Loss and Indemnity**: The Supplier/contractor shall compensate the Buyer in full on demand for all loss, damage or injury to the Buyer which results from the Suppliers failure to comply with the Contract (whether negligent or otherwise).
- 12) **Insurance:** If it is feasible, the Supplier/contractor shall be at all times fully insured with a reputable insurer against all insurable liability under the Contract.
- 13) **Inspection and Test:** The Supplier/contractor must inspect the goods prior to dispatch to ensure conformance to specification and/or any other provisions of the contract. The Buyer reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Buyers' opinion, the goods and/or services do not comply with the specification, the Buyer will inform the Supplier in writing. In such a case the Supplier shall take the necessary action to ensure compliance, liability for any additional cost incurred for rectifying compliance will rest with the Supplier.
- 14) **Changes**: The Buyer reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination, or delivery instruction. If any such change affects the price of goods or performance of service the Supplier and Buyer may negotiate an equitable adjustment to the contract, provided that the Supplier claims for adjustments in writing to the Buyer within 5 days from being notified of any change.
- 15) **Export License**: If an export license or licenses are required for the goods, the Supplier has the responsibility to obtain that license or licenses.
- 16) **Payment Terms**: Unless otherwise agreed, payment terms will be 14 working days from the receipt of goods and invoice.
- 17) **Ethics**: The nature of Alight operations necessitates that the Supplier must maintain ethical and moral standards including but not limited to, no discrimination on the basis of race, gender, religion or age, avoidance of materials/services provided with the use of slavery including child labor. Failure to maintain such standards, in the opinion of the buyer, may result in termination of the business relationship between the Buyer and Supplier. Alight is a signatory to and supporter of the Concern Worldwide Supplier Code of Conduct policy, which the Supplier must comply with.
- 18) **Rights of Alight**: Should the Supplier/contractor fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses or to make delivery of all or part of the goods by the agreed delivery date(s), the Buyer may, after giving reasonable notice to the Supplier, exercise one or more of the following rights:
 - i. Procure all or part of the goods/services from an alternate source, in which event the Buyer may hold the Supplier liable for additional costs incurred.
 - ii. Refuse to accept all or part of the goods/services.
 - iii. Terminate the contract.
- 19) **No Agency**: This order does not create a partnership between the Buyer and Supplier or make one party the agent for the other for any purpose.
- 20) **Severability**: If any provision in this Agreement is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable law, such provision will be deemed amended to conform to applicable law so as to become valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired or affected in any way.



21) **Jurisdiction Clause**: The Contract shall be governed by South Sudan law and the Supplier consents to the exclusive jurisdiction of the South Sudan courts in all matters regarding it except to the extent that the Buyer invokes the jurisdiction of the courts of any other country.

22) Waivers and Variations:

- 22.1 A failure to exercise or delay in exercising a right or remedy provided by the Contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by the Contract or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 22.2 No variation of the Contract shall be effective unless it is made in writing and signed by each of the parties.

23) Service of Notices:

- 23.1 Any notice given under the Contract shall be in writing and may be served: Personally; By any other means which any party specifies by notice to the others.
- 23.2 Each party's address for the service of notice shall be at their registered address or such other address as specified by notice to the others.
- 23.3 A notice shall be deemed to have been served: If it was served in person, at the time of service; If it was sent by email, 24 hours after it was sent and By any other means which any party specifies by notice to the others.

Alight Ethical Purchasing Policy

Alight seeks to purchase goods and services which:

- Are produced and delivered under conditions that do not involve the abuse or exploitation of any persons.
- Have the least negative impact on the environment.
- Regarding the required Code of Conduct for Suppliers, this is summarized as follows:
- Employment is freely chosen.
- The rights of staff to freedom of association and to collective bargaining are respected.
- Working conditions are safe and hygienic.
- No exploitation of children.
- Wages paid are adequate to cover the cost of a reasonable living.
- Working hours are not excessive.
- No discrimination is practiced.
- No harsh or inhumane treatment of staff is allowed.
- Staff or workers of contractor shall not claim employment with Alight by virtue of this contract.



ANNEX 1: Terms of Reference (TOR) - Borehole Drilling Work at Abu Jabira

Background of the project Area:

Abu Jabra is a refugee settlement located about 80 km South East of El Daien town. ALIGHT is currently rehabilitating existing water system in Abu Jabra town and developing new water supply system for refugee camp.

The ALIGHT is also involved in emergency response programs for the local community in different villages of Abu Jabira locality with main objective of assisting communities facing natural and man-made disasters.

The current population of the camp and also various institutions in the camp like health center, youth center, schools, small restaurants will require safe and sustainable water supply. Currently, the camp population is getting water from a community borehole. As existing water supply is not adequate to meet host and refugee beneficiaries' daily need, ALIGHT has plan to develop an additional borehole for the camp population.

Hence, ALIGHT is keen to invite experienced companies to submit Financial and technical proposal to drill one deep well around Abu Jabira Refugee Camp, with GPS location= 11.066834 N, 26.72367 E East Darfur state, as per the provided bill of quantities and hydro-geological and geo-physical study report.

Objectives of the Drilling work:

The objective of the drilling work is to provide refugees a daily minimum supply of 20 liters per day per capita.

Location

Specific site: Abu Jabira Refugee Camp, Locality: Abu Jabira, State: East Darfur

Nearest town: Abu Jabira, 1 km East of the proposed Borehole **Distance** – 80 Km South East from El Daein town (state capital).

Scope of Work

The general scope of the drilling work includes:

- 1. To provide an efficient drilling machine to drill in all types of formation and/or using DTH and air-flush rotary system
- 2. To drill the wells in a professional manner under guidance and supervision of assigned hydro-geologist by the client.
- 3. Develop the well to clear all sand and clay to pump sand tolerance level of 25gm/m³ and construct the well as per the provided BoQ.
- 4. To provide fully calibrated discharge measurement tools, appropriate pump size and qualified personnel and conduct step and constant-discharge pump tests.

Detail Activities

- Review existing hydro-geological study report before commencing actual drilling work
- Conduct the drilling work with technically competent and well experienced drilling crew under guidance and supervision of a hydro-geologist assigned by the client.
- Assign a qualified and competent hydro-geologist to lead the drilling crew and record, monitor and analyze the driller and lithological logs.



• Prepare clear and concise professional drilling and pump test reports as agreed in the schedule of work.

Information Required on bid submission

- Organization profile with details of similar drilling works that have been completed specifying geographical location of each project with testimonies of accomplishment.
- Renewed work license for the year on drilling works
- List, type, model and capacities of equipment that will be used for the work
- Location or base of the company
- Method of boring and model of rig that will be deployed

Staffing

- The company should submit list and qualification of qualified personnel who will be deployed to execute the work.
- The hydro-geologist should have a minimum of 5-year experience in supervising drilling crew
- The company should produce CV's of its personnel, and responsibility of its staff who will be involved in the assignment (Once the contract is signed it is not possible to changes staff without consultation with the client)

Logistics

The company should provide & transport all skilled and unskilled manpower and necessary material for field activities to carry out the work by itself.

Payment Procedures

ALIGHT will pay 30 % on mobilization of crew & machineries, 60% on completion of drilling and upon submission of the final report, and the remaining 10% after three months of hand over (defect & liability period expires).

Work Program and Schedule

Describe fully the program of the work, proposed to be completed, in a very short period of time after signing of the contract for the service. The offer should be broken up into appropriate tasks from mobilization of staff to submission of the final report. A chart showing the time required to complete each tasks and activities should be provided to illustrate the details. The maximum drilling time is 30 calendar days.

Reports

The company should submit the following reports as minimum requirement in the course of fulfillment of drilling and conducting pump test.

• Draft final Report: the contractor should furnish two copies of draft report in 10 days from the completion of the work. The report should encompass all details of drilling work (stage of drilling, borehole design include drawing, lithology, logger report) and pump tests, and water quality test report.



• Final Report: It will be prepared by incorporating all comments and recommendations made on the draft report and should be submitted to ALIGHT in 5 work days. Final report should be presented in two hard copies and one soft copy.

Quotation

The submitted quotation should include:

- 1. Total cost breakdown for the listed activities itemized in the bill of quantities (BoQ) attached with the bid document
- 2. Company profile
- 3. Machineries and equipment planned to use
- 4. Time schedule.
- 5. Payment schedule.
- 6. CVs of personnel to be deployed for the work, CV of the team leader.
- 7. Commencement time after signing contract agreement
- 8. Offer validity period



ANNEX II: BOQ - LOT 1 - Borehole Drilling Work at Abu Jabira

Drilling of Borehole in Abu Jabra

NB. This is a full contract BOQ where bidder has to factor in costs for purchasing material, equipment, transport to site, construction/fixing them, labor and Government taxes where applicable. Decsription has to be read together with drawings and specifications which are provided together with this BOQ

Item No.	Description	Unit	Qty	Unit Price (SDG)	Total Price (SDG)
1	Mobilization	1 Cint	Qij	(5 DG)	(5 D G)
1.1	Mobilization of crew drilling rig, drilling tools and all the required materials for this contract	Ls.	1		
1.2	Demobilization	Ls	1		
1.3	Inter site mobilization	Ls	1		
1.4	Site clearing before and ater construction	Ls	1		
1.5	Constraction of camp facilites and rigging up	Ls.	1		
1.0	Subtotal	25,			
2	Borehole drilling				
2.1	Drilling in all types of formation using rotary or DTH system with bit diamerter of 14" for the top 16meter soft formation and 9 7/8" bit diameter for the rest of the well	M	220		
	Subtotal				
3	Lithologica logging every 2 meters	ls	1		
	Subtotal				_
4	Supply and Installation of casing				



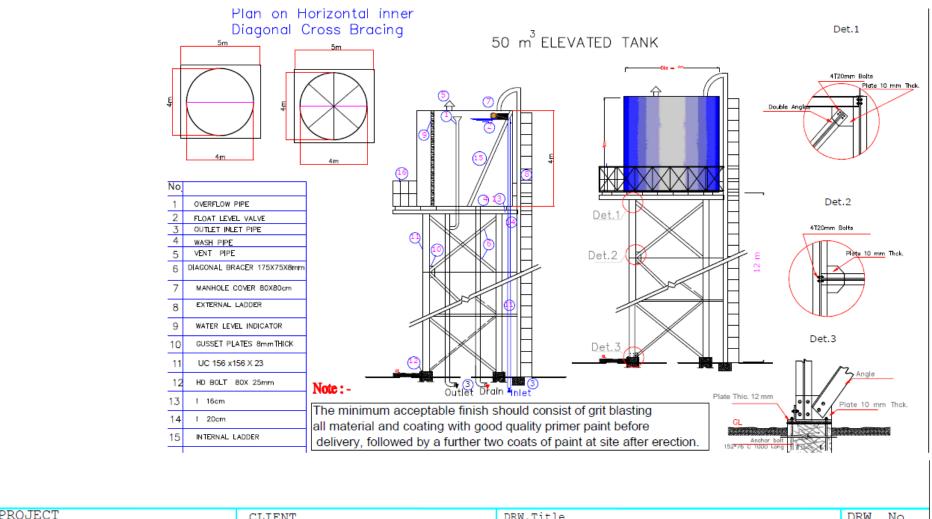
1		1	ſ	I	
	Supply and installation of temporary steel surface casing of				
4.1	Diameter 12"	M	16		
	Supply and installation of permanent steel surface casing of				
4.2	Diameter 12 "	M	1.2		
4.3	Supply and install 6 5/8" PVC blind casing	M	165		
4.4		M	55		
	Subtotal				
5	Well Development & Construction		T	T	
5.1	Supply and pack selected 4-6mm river gravel	M^3	6		
5.2	Well cleaning and development	Hrs	6		
	Grout with mass concrete to a depth of 6 meter and				
5.3	<u> </u>	ls	1		
	Supply standard 12" steal casing for well head construction and				
5.4		1s	1		
5.5	Supply and Install nominal diameter 3/4 " GI observation pipe	M	215		
	Subtotal				
6	Test Pumping				
6.1	Mobilization & demobilization of test crew and equipment	Ls.	1		
6.2	Step-drawdown test (4 steps 2 hrs each)	Hr.	8		
0.2	Step diawdown test (+ steps 2 ms each)	111.	0		
6.3	Constant rate test pumping (min. 24hours)*	Hr.	24		
6.4	Conduct Recovery test	Hr	12		
	Subtotal				
7	Borehole Disinfection				



7.1	Data analysis, drilling and pump test report compilation in three hard copies and 1 electronic copy for three well.	No.	1	
	Subtotal			
8	Total for drilling and pumping test of 1 well with mobilization and demobilization (Subtotal $1+2+3+4+5+6+7$)-1.3			
9	Total for drilling and pumping test of 2 well with mobilization and demobilization costs [2*(1+2+3+4+5+6+7)]-(1.1+1.2+7.1+1.3)			
	VAT 17%			
	Grand Total for complete borehole			



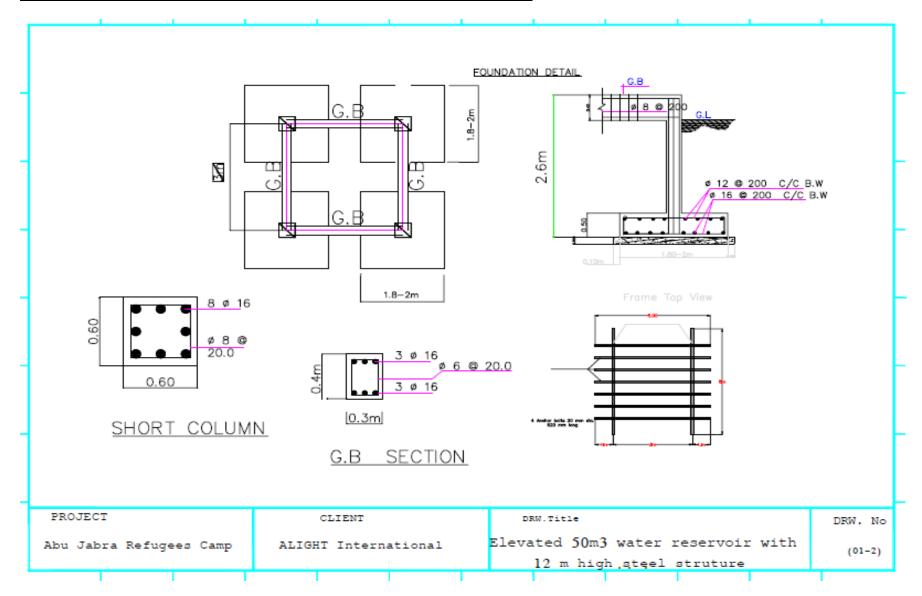
ANNEX III : DRAWING – LOT 2 - Abu Jabra elevated water tank-1



PROJECT	CLIENT	DRW.Title	DRW. No
Abu Jabra Refugees Camp	ALIGHT International	Elevated $50\mathrm{m}3$ water reservoir with	(01)
	ALIGHT INCELHACIONAL	12 m high steel struture	` '



<u>ANNEX IV : DRAWING – LOT 2 - Abu Jabra elevated water tank-2</u>





ANNEX V : BOQ – LOT 2 - Abu Jabra elevated steel water tank

	Construction of Elevated Steel Tank with 50m3 Reservoir in Abu Jabra				
	NB. This is a full contract BOQ where bidder has to factor in costs for purchasing material, equipment, transport to sit construction/fixing them, labor and Government taxes where applicable. Decsription has to be read together with drawings an specifications which are provided together with this BOQ				
_	Bidder Legal Name:	[insert	here]		
	BoQ Nr. 1 Elevated Steel Tanks in Abu Jabra Refugee camp	Curr.	AMOUNT	UNIT RATE	AMOUNT
	SUMMARY				
1	General Items	SDG	0.00		
2	Elevated Water Tank Steel Works	SDG	0.00		
3	Civil Works and Other Sub Works	SDG	0.00		
	BoQ Nr. 1 TOTAL TO BE CARRIED TO GRAND SUMMARY		0.00		
ITEM	DESCRIPTION	UNIT	QTY	UNIT RATE	AMOUNT
				KAIL	
I	General Items			KAIE	
I 1.1	General Items Mobilization of equipment, personel and construction materials, the item is inclusive of site clearing and levelling.	LS	1	KAIE	-
	Mobilization of equipment, personel and construction materials, the item is inclusive of site	LS	1	KAIE	-
1.1	Mobilization of equipment, personel and construction materials, the item is inclusive of site clearing and levelling.	_~	•	KAIE	-
1.1	Mobilization of equipment, personel and construction materials, the item is inclusive of site clearing and levelling. Demobilization	_~	•	KAIE	-



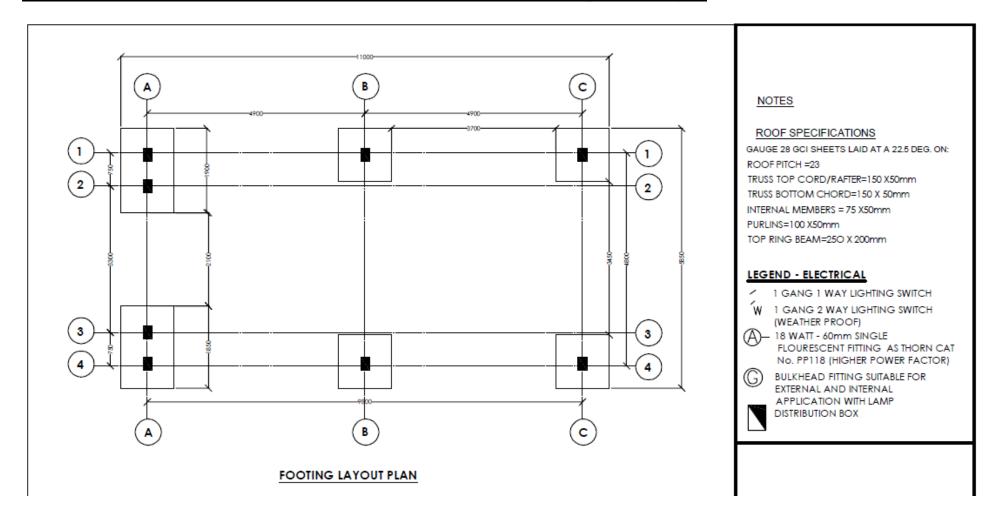
2.2.1	Provide materials, transport to the site, fabricate and install of cirbular steel water tank 50m3 capacity, the material specification are as follows: 6mm thick steel plates for tank base (bottom), 6mm thick steel plates for tank body and walls, 4mm thick steel plates for tank cover. The Universal column of UC 156x156x23 to be welded to 2pcs 500x500x6mm plate and concreted to the RC column with 8 bar 18 sloted holes for 16 bar bolts with nuts as shown in the drawings. for joints using steel gusset plate (6mm thick) with bracings L175x75x8mm inclind and steel angle horizental bracing L175x75x8mm. for inside and out side ladder and 60cmX60cm, including the inlet and out let pipes, manhole, safety cage, hand rail, vent pipesetc as shown in the drawing.	LS	1	-
	Total Sub-section Sum Carried to Summary			-
III	Civil Works and Other Sub Works			
3.1	Allow for clearing and final leveling of site for all works, including cutting trees, removing roots, disposal, earth cutting and filling, as specified and directed by the Engineer	LS	1	-
3.2	Excavations:			-
3.2.1	Excavation for foundation Four (4) footings, 2m X 2m untill stable soil not less than 1.5m deep, and excavate 20cm for gound beam as directed by the site engineer.	m3	24.32	-
3.3	Plain Concrete grade C20			-
3.3.1	Supply and casting plain concrete for four (4) bases (1.5 * 1.5) m thickness 10 cm with a concrete mixture 1: 3: 6 with good mix with water	m3	0.9	-
3.4	Reinforced concrete grade C25			-
3.4.1	Supplying and apply reinforced concrete for four (4) bases footings with top 12mm diam, rebar, and bottom 16mm diam reinforcement according to drawing of mild steel bars every 20 cm center to center spacing (1.5 * 1.5) m, Footing thickness is 50 cm with a concrete mixture 1: 2: 4 with good mix with water	m3	4.5	-
3.4.2	Columns:			-
3.4.2.1	Supply and poured reinforced concrete columns for the four (4) columns dimensions (60 * 60 cm) of 8 number mild steel bars 16 mm dia, 8mm stirups spacing every 15 cm. by mixing 1: 2: 4 and the length of the column from the base and up to a height of 1.5 m from the ground level with good mix with water and filling rules With drilling waste	m3	2.16	-



3.4.3	Grade beam:				-
3.4.3.1	Supply and apply reinforced concrete for grade beam dimensions of 30 cm * 40 cm with mild steel bars 16 mm 6 numbers tied 8 mm stirupps every 15 cm by mixing 1: 2: 4 with good mix of water	m3	1.44		-
3.5	Embankment:				-
3.5.1	Provide selected material for embankment well watered and compacted under the great beam	m3	4		-
	Total Sub-section Sum Carried to Summary				-
				<u>'</u>	
	Name of Signatory:				
	Designation:				
	Signature:				
	Date Signed:				

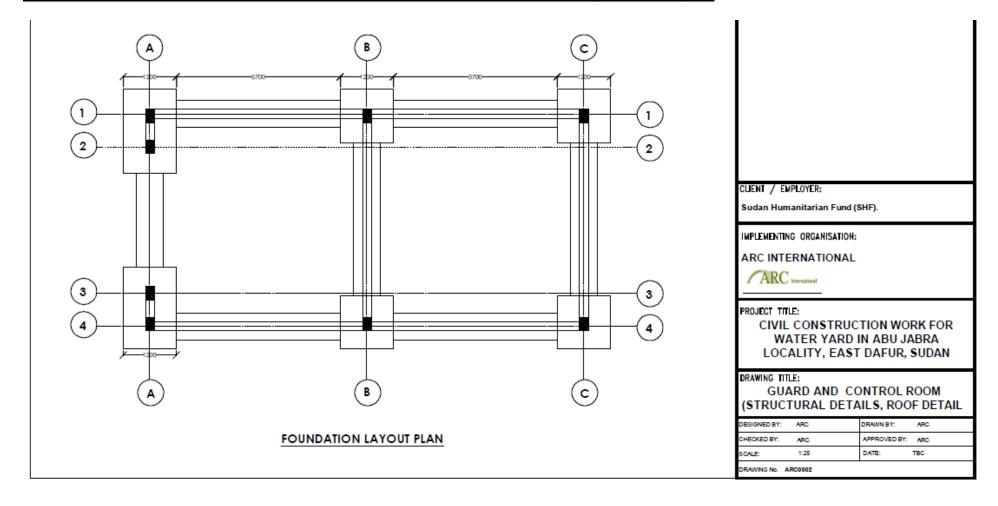


ANNEX VI: DRAWING - LOT 3 - Abu Jabra Generator House and water point fencing - 1





ANNEX VII: DRAWING - LOT 3 - Abu Jabra Generator House and water point fencing - 2





ANNEX VIII: BOQ - LOT 3 - Abu Jabra Generator House

	Civil Construction Works for Water Yard				
Item No.	Description of work	Unit	Qty	Unit/P in USD	Total in USD
	NB. This is a full contract BOQ where bidder has to factor in costs for purchasing mater them, labor and Government taxes where applicable. Decsription has to be read together with this BOQ				
BILL 1	GUARD & CONTROL ROOM				
ITEM	DESCRIPTION	UNIT	QTY	RATE (SDG)	AMOUNT (SDG)
	Notes:				
	All the Bidders are requested to refer "Pricing Preamble and notes below" and works items of this Bills of Quantities shall be priced to fulfill the requirements there-in. Also see that no page or items are missing prior to pricing of this bill of quantities.				
	A list of typical general items are given below. However, the Bidder is requested to price only those items that may affect this Contract.		Note		
	The Bidder is advised to visit the site of the proposed work, as it is his responsibility to ascertain the conditions governing access to the site, and external working space, storage area etc.		Note		
	The Bidder is advised to visit the site of the proposed work, as it is his responsibility to ascertain the conditions governing access to the site, and external working space, storage area etc.		Note		
	If no price has been stated against any item hereunder, the Contractor shall not be entitled to claim any money for such items even though he is obliged to execute the work or provide services described therein. Preliminary items priced by the Tenderer are deemed to include the cost of unpriced items.		Note		



	The Bidder is advised to refer to the General Notes, Pricing Preambles, Drawings, Specifications, Conditions of Contract, Particular Conditions of Contract and other relevant documents prior to pricing of the following items.		Note		
	The bidder is required to visit the site of the proposed work, as it is his responsibility to ascertain the conditions governing access to the site, the external working space, storage area and any other information he may find necessary before he can tender for the work.		Note		
	Cost and expenses in connection with any other preliminary item which is not listed below, but is necessary for the due completion of works, is deemed to be included in the tender rates.		Note		
	Mechanical plant and equipment which emits excessive noise, smoke, fumes, obnoxious gases etc., will not be allowed to be used in the Site, without the prior approval of the Engineer.		Note		
	The contractor shall be responsible for any loss or damage to the works, existing structures, adjoining structures and unfixed materials.		Note		
	The contractor shall try to locate the new units in a way to avoid cutting trees. If it is really needed to cut down any number of trees, allow for planting same number of trees – Contractor has to take care about watering and maintenance of plants for about 3 months or until completion of the contract. (Fill schedule of late)		Note		
1	Foundation:				
1.1	Excavate trench as foundation with dimension 32x0.5x0.6 m (length, width and depth) and remove the soil away from the site	m3	10		
2	Build two bricks (25x12.5x6 cm) using red brick - grade one walls as foundation with 32x0.8 m (length and height)	cement morta	ar (1:6 mix) and	dimension	
2.1	provide red brick with good quality	thousand	8		
2.2	Provide cement for mortar	bags	21		
2.3	provide sand for mortar	m^3	8.0		
2.4	the cost of labors	m^2	26.0		



3	Construction of walls:			
	Build 30cm thickness brick wall using red brick (grade one) with c (length, width and height)	rement mortar (1:6 mix) and dimens	ion 32x0.35x4.0 m	
3.1	provide red bricks (grade one) – good quality	Thousand	29.0	
3.2	provide cement for mortar	Bags	77.0	
3.3	provide clean sand for mortar	m^3	30.0	
3.4	labor cost	m ²	128.0	
4	Reinforced concrete for beams:			
	Construct beams (1:2:4 mix) with x-section (0.35x0.2) for grade be	eam, doors and windows with 64 m	length	
4.1	provide cement	Bags	32.0	
4.2	provide clean sand	m^3	20.0	
4.3	provide gravels	m ³	5.0	
4.4	provide steel bars \$\phi\$ 13 mm (12 m. l)	No.	11.0	
4.5	provide steel bars \$\phi\$ 10 mm (12 m. l)	No.	11.0	
4.6	provide steel bars ϕ 6 mm (6 m. l)	No.	72.0	
4.7	provide bonding wires	Kg	5.0	
4.8	labor cost	m^3	3.0	
5	Roof Construct:			
	Construct roof with steel corrugated sheets (zinc – 16 feet) and steel	el pipes (4x8 cm – 6 m. l) for total a	rea 40 m ²	
5.1	Provide steel corrugated sheets (zinc 16 feet)	No.	15.0	
5.2	Provide steel pipe (4x8 cm) – 6 m. l	No.	11.0	
5.3	provide steel nails (for 4x8 cm pipe)	Kg	5.0	
5.4	labor cost	m^2	40.0	
6	Floor construction:			
	Construct a floor (40 m ²)x.1 m thicknes with plane concrete (1:3:6	mix)		
6.1	provide cement	Bags	20.0	
		1 -	1	



6.2	provide sand	m^3	4.0	
6.3	provide gravel	m ³	3.0	
6.4	Labor cost	m ²	4.0	
7	Plastering:			
7.1	Plaster walls inside and outsides (256 m2) with cement mortar (1:6 mix)			
7.2	provide cement	Bags	20.0	
7.3	provide clean sand	m^3	4.0	
7.4	labor cost	m^2	256.0	
7	Painting:			
8	Paint walls inside and out sides three faces using painting coat (distemper)			
8.1	provide distemper	Gallon	16.0	
8.2	labor cost	m^2	256.0	
9	Doors and windows:			
9.1	provide steel door for control & guard rooms (2x2.2 m&1x2.2m) made from heavey spare pipes and iron sheet 3 mm	No.	1	
9.2	provide steel door for guard room (1x2.2m) made from heavey spare pipes and iron sheets 3 mm	No.	1	
9.3	provide steel windows for control room made from heavey spuare pipes and iron sheets 3 mm (2x1.2 m)	No.	1	
9.4	provide steel windows for guard room made from heavey spuare pipes and iron sheets 3 mm (1x1.2 m)	No.	1	
10	Electrical Instalation	job	1	
	Total Activity Cost			

GRAND TOTAL of all work cost in SDG	sum	1	



Name of Signatory:	
Designation:	
Signature:	
Date Signed:	



ANNEX IX: BOQ - Fence for Water Yard 240 m

Bills of Quantities for construction of Water Yard Fence 240 m.l

Description of work: This is a full deal BOQ where bidder has to factor in costs for purchasing material, equipment, transport to site, installing/fixing them, labor and Government taxes where applicable. Description has to be read together with drawings and specifications which are provided together with this BOQ

s/n	Specification	Unit	Qty	Unit price	Total cost
1	Foundation:				
1.1	Excavate trench as foundation with dimension 260x50x0.6 m (length, width and depth) and remove the soil away from the site	m3	75.3		
Build two bricks wall (260x0.8 m) - (red brick - grade one) as foundation with cement mortar (1:6 mix) and dimension 251x0.5 m under ground and 260x0.3 m above the ground level (length and height)					
2.1	provide red brick with good quality	thousand	63		
2.2	Provide cement for mortar	bags	85		
2.3	provide sand for mortar	m^3	20		
2.4	the cost of labors inculding water	m. l	260		
3	Construction of walls:				
Build 1.5 red brick (grade one) walls with cement mortar (1:6 mix) and dimension 251x1.5 m (length, width and height)					
3.2	provide red bricks (grade one) – good quality	Thousand	85		
3.3	provide cement for mortar	Bags	144		
3.4	provide clean sand for mortar	m^3	50		
3.5	labor cost including water	m^2	360		



4	Barbed wire fence				
	Construct of barbed wire with steel angle 2x2 inch and barbed wire (0.15x0.15 m space	e) for total le	ength 80 m	eter	
4.1	Barbed wire 20 kg	Roll	18		
4.2	Provide steel angle (2x2 inch) – 6 m. l	No.	14		
4.3	provide steel wire	Kg	5		
4.4	labor cost	m^2	80		
6	Plastering:	1			
6.1	Plaster walls inside and outsides (936 m2) with cement mortar (1:6 mix)				
6.2	provide cement	Bags	70		
6.3	provide clean sand	m^3	40		
6.4	labor cost including water	m^2	936		
7	Doors:				
7.1	provide and fix steel door (1x2 m) made of metalic sheets 3 mm thickness and steel angle 2x2 inch 3mm thickness	No.	1		
7.2	provide and fix steel door (4x2 m) made of iron bar mesh (13 mm) steel angle 2x2 inch 3mm thickness	No.	2		
8	Provide materials and fabricate painted signboard size 130x200m by using 4x8 square pipe and heavy steel sheet, signboard should include massage as per attached drawing.	pcs	1		
	Total Activity Cost				•



ANNEX X: BOQ - VIP Latrine - One Drop Hole

Bills of Quantities for construction of VIP Latrine (one drop hole)

Description of work: This is a full deal BOQ where bidder has to factor in costs for purchasing material, equipment, transport to site, installing/fixing them, labor and Government taxes where applicable. Description has to be read together with drawings and specifications which are provided together with this BOQ

s/n		Specification	Unit	Qty	Unit price	Total cost
	1	Foundation:				
	1.1	Excavation of latrine pit dimension 2x4 m (diameter and depth) and remove the soil away from the site	m3	16		
	1.2	Build one bricks wall using red brick - grade one ($(25x12.5x6\ cm)$ as pit wall with cerdimension 2 m diameter x 4 m depth	nent mortar	(1:6 mix)	and	
1.2.1		provide red brick with good quality	thousand	4		
1.2.2		Provide cement for mortar	bags	10		
1.2.3		provide sand for mortar	m^3	3		
1.2.4		the cost of labors	m^2	26		
	1.3	Rienforce concrete beam for drop hole (6.25x0.25x.2 m)				
1.3.1		provide cement	Bags	3		
1.3.2		provide clean sand	m^3	1		
1.3.3		provide gravels	m^3	0.5		
1.3.5		provide steel bars φ 10 mm (12 m. l)	No.	3		
1.3.6		provide steel bars φ 6 mm (6 m. l)	No.	7		
1.3.7		provide bonding wires	Kg	1		
1.3.8		labor cost	m^3	0.5		
	2	Construction of walls:				



2.1	Build one brick wall using red brick (grade one) with cement mortar (1:6 mix) and dimension 4x0.25x2.5 m (length, width and height)			
2.2	provide red bricks (grade one) – good quality	Thousand	3	
2.3	provide cement for mortar	Bags	6	
2.4	provide clean sand for mortar	m^3	2	
2.5	labor cost	m^2	20	
3	Reinforced concrete for slab:			
3.1	Construction rienforce concrete slab (1:2:4 mix) with diamension (2.5x2.5x0.1 m)			
3.2	provide cement	Bags	7	
3.3	provide clean sand	m^3	1	
3.4	provide gravels	m^3	1	
3.5	provide steel bars \$\phi\$ 10 mm (12 m. 1)	No.	7	
3.6	labor cost	m^3	1	
4	Roof Construct:			
	Construct roof with steel corrugated sheets (zinc – 6 feet) and steel pipes (4x8 cm – 6 i	n. l) for total	area 66 m²	2
4.1	Provide steel corrugated sheets (zinc 6 feet)	No.	3	
4.2	Provide steel pipe (4x8 cm) – 6 m. l	No.	1	
4.3	labor cost	m^2	4	
5	Floor construction:			
5.1	provide and fix toilet set	No	1	
5.2	provide and fix ventilation pipe 4 inch - 3 m.l with mesh and cover	No	1	
6	Plastering:			



6.1	Plaster walls inside and outsides (40 m2) with cement mortar (1:6 mix)			
6.2	provide cement	Bags	4	
6.3	provide clean sand	m^3	0.5	
6.4	labor cost	m^2	40	
7	Painting:			
7.1	Paint walls inside and out sides three faces using painting coat (distemper)			
7.2	provide distemper	Gallon	4	
7.3	labor cost	m^2	40	
8	Doors and windows:			
8.1	provide steel door for store room (0.7x1.8 m)	No.	1	
8.2	provide vent window (0.3x0.3 m)	No.	1	
	Total Activity Cost			



ANNEX XI: ADDITIONAL TERMS AND CONDITION OF THE CONTACT

1. ACCEPTANCE OF THE CONTRACT

This Contract may only be accepted by the Supplier signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Contract as herein specified. Acceptance of this Contract shall effect a contract between the Parties under which the rights and Obligations of the Parties shall be governed solely by the terms and conditions of this Contract including these General Conditions. No additional or inconsistent provision proposed by the Supplier shall bind ALIGHT Sudan unless agreed to in writing by a duly authorized ALIGHT Sudan official.

2. LEGAL STATUS

The Supplier shall be considered as having the legal status of an independent contractor vis-à-vis ALIGHT Sudan. The Supplier, its personnel and sub-contractors shall not be considered in any respect as being the employees of ALIGHT Sudan. The Supplier shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

3. SOURCE OF INSTRUCTIONS

The Supplier shall neither seek nor accept instructions from any authority external to ALIGHT Sudan in connection with the performance under this Contract. The Supplier shall refrain from any action which may adversely affect ALIGHT Sudan and shall fulfil its commitments with the fullest regard to the interests of ALIGHT Sudan.

4. EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO ALIGHT Sudan

The Supplier warrants that it has instructed its personnel to refrain from any conduct that would adversely reflect on ALIGHT Sudan and/or the United Nations and from any activity which is incompatible with the aims and objectives of the United Nations or the mandate of ALIGHT Sudan to ensure the protection of refugees and other persons of concern to ALIGHT Sudan. The Supplier hereby undertakes all possible measures to prevent its personnel from exploiting and abusing refugees and other persons of concern to ALIGHT Sudan. The failure of the Supplier to investigate allegations of exploitation and abuse against its personnel or related to its activities or to take corrective action when exploitation or abuse has occurred, shall entitle ALIGHT Sudan to terminate this Contract immediately upon notice to the Supplier, at no cost to ALIGHT Sudan.

5. ANTI-PERSONNEL MINES

The Supplier 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 ALIGHT Sudan to terminate this Contract immediately upon notice to the Supplier, at no cost to ALIGHT Sudan.

6. CHILD LABOUR

The Supplier 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, required 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 and physical, mental, spiritual, moral or social development. Any breach of this representation

and warranty shall entitle ALIGHT Sudan to terminate this Contract immediately upon notice to the Supplier, at no cost to ALIGHT Sudan.

7. SUB-CONTRACTING

In the event the Supplier requires the services of a sub-contractor, the Supplier shall obtain the prior written approval of ALIGHT Sudan for all sub-contractors. The Supplier shall be fully responsible for all work and services performed by its sub-contractors and suppliers, and for all acts and/or omissions of such sub-contractors and suppliers and their personnel. The approval of ALIGHT Sudan of a sub-contractor shall not relieve the Supplier of any of its obligations under this Purchase Order. The terms of any subcontract shall be subject to and conform to the provisions of this Purchase Order.

8. ASSIGNMENTS

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

9. OFFICIALS NOT TO BENEFIT

The Supplier represents and warrants that no official of ALIGHT Sudan has been, or shall be, offered by the Supplier any direct or indirect benefit arising from this Contractor the award thereof. The Supplier agrees that breach of this provision is breach of an essential term of this Purchase Order.

10. ENCUMBRANCES/LIENS

The Supplier shall not cause or permit any lien, attachment or other encumbrance by any person or entity to be placed or to remain in any public office or with ALIGHT Sudan 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.

11. EXPORT LICENCE

The Contract is subject to the obtaining of any export license or other governmental authorization that may be required. It shall be the responsibility of the Supplier to obtain such license or authorization. Should the Supplier encounter difficulties in obtaining the required export license or governmental authorization, it shall immediately bring this to the attention of ALIGHT Sudan. ALIGHT Sudan will, at its discretion, use its best endeavors to assist.

12. WARRANTY

The Supplier warrants the goods, including the packaging, furnished under this Contract conforms to the specifications of the Contract and is free from damage and defects in workmanship or materials. This warranty is without prejudice to any further guarantees that the Supplier provides to purchasers. Such guarantees shall apply to the goods subject to this Purchase Order.

13. LIQUIDATED DAMAGES

Late delivery, or dispatch outside the agreed schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 0.1 percent of the Contract value per day or part thereof. The assessment will not exceed 10 percent of the Contract value. Alight Sudan has the right to deduct this amount from the Supplier's outstanding invoices, if any. This remedy is without



prejudice to any others that may be available to Alight Sudan, including cancellation, for the Supplier's non-performance, breach and/or violation of any term or condition of the Purchase Order. Acceptance of goods delivered late shall not be deemed a waiver of ALIGHT Sudan's rights to hold the Supplier liable for any loss and/or damage resulted therefrom, nor shall it act as a modification of the Supplier's obligation to make future deliveries in accordance with the delivery schedule.

14. REJECTION

Under the Purchase Order, ALIGHT Sudan shall have the right to reject the goods or any part thereof if they do not conform to specifications.

15. INSPECTION

ALIGHT Sudan or its duly accredited representatives shall have the right to inspect the goods ordered for under this Contract at Supplier's stores, during manufacture, in the ports or places of shipment, and the Supplier shall provide all facilitates for such inspection. ALIGHT Sudan may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of ALIGHT Sudan or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Contract concerning obligations subscribed by the Supplier, such as warranty or specifications. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

16. INTELLECTUAL PROPERTY INFRINGEMENT

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

17. TITLE TO EQUIPMENT

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

18. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF ALIGHT Sudan

Unless authorized in writing by ALIGHT Sudan, the Supplier shall not advertise or otherwise make public the fact that it is a Supplier to ALIGHT Sudan, or use in any manner whatsoever the name, emblem or official seal of ALIGHT Sudan or any abbreviation of the name of ALIGHT Sudan for in connection with its business or otherwise.

19. PRIVILEGES AND IMMUNITIES

Nothing contained in this Contract shall be deemed a waiver, express or implied, of any privilege or immunity which ALIGHT Sudan may enjoy, whether pursuant to the Convention on the Privileges and Immunities of the United Nations, or any other convention or agreement.

20. TAX EXEMPTION

ALIGHT 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 ALIGHT Sudan exemption from such taxes, duties or charges, the Supplier shall immediately consult with ALIGHT Sudan to determine a mutually acceptable procedure.

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

21. PRIOR NEGOTIATIONS SUPERSEDED BY PURCHASE ORDER

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

22. OVERRIDING CLAUSE

In the event of any conflict or inconsistencies between these —General Terms and Conditions for Goods or any other document which forms part of the Contract these Conditions shall prevail except where they have been amended (by specific reference to the relevant clause and paragraph of these Conditions) as provided for herein.

23. AUTHORITY TO MODIFY

Pursuant to the Financial Regulations and Rules of the ALIGHT Sudan, only the Procurement Manager possesses the authority to agree on behalf of ALIGHT Sudan to any modification of or change in this Purchase Order, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Supplier. Accordingly, no modification or change in this Contract shall be valid and enforceable against ALIGHT Sudan unless provided by an amendment to this Contract signed by the Supplier and the Procurement Manager.

24. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

If the Supplier is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Purchase Order, ALIGHT Sudan shall have the right to suspend or terminate this Contract on the same terms



and conditions as are provided for in Article 26, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

Force majeure as used in this provision means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force. Notwithstanding anything to the contrary in this Purchase Order, the Supplier recognizes that the work and services will 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 and of itself, constitute force majeure under this Purchase Order.

25. DISPUTES - ARBITRATION

Amicable Settlement; The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contractor 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 Sudan Law on Arbitration and Conciliation then obtaining, or according to such other procedure as may be agreed between the parties.

Arbitration Any dispute, controversy or claim between the Parties arising out of this Contractor the breach, termination or invalidity thereof, unless 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, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The place of arbitration shall be Geneva. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Purchase Order, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

26. TERMINATION OF PURCHASE ORDER

In the case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Contract including but not limited to failure to obtain necessary export licenses, or failure or refusal to make delivery of all or part of the goods by the agreed delivery date or dates, ALIGHT Sudan may, after giving the Supplier reasonable notice to perform without prejudice to any other rights or remedies, exercise on or more of the following rights:

Procure all or part of the goods from other sources, in which event ALIGHT Sudan may hold the Supplier responsible for any excess cost occasioned thereby, Refuse to accept delivery of all or part of the goods, cancel this Contract without any liability for termination charges or any other liability of any kind to ALIGHT Sudan.

ALIGHT Sudan may terminate forthwith this Contract at any time should the mandate or the funding of ALIGHT Sudan be curtailed or terminated, in which case the Supplier shall be reimbursed by ALIGHT Sudan for all reasonable costs incurred by the Supplier prior to receipt of the notice of termination.

27. INSOLVENCY AND BANKRUPTCY

Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, ALIGHT Sudan may, without prejudice to any other rights and remedies, terminate this Contract by giving the Supplier written notice of termination. Should the Supplier be adjudged bankrupt, or should the Supplier make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier's insolvency, ALIGHT Sudan may under the terms of this Purchase Order, terminate this Contract forthwith by giving the Supplier written notice of termination.

28. PAYMENT INSTRUCTIONS

ALIGHT Sudan shall, on the fulfilment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment by bank transfer within thirty days of receipt of the Suppliers invoice for the goods and copies of any other documentation specified in the Purchase Order. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms. The prices shown in this Contract may not be increased except by express written agreement of ALIGHT Sudan.

Documents are to be sent to the address indicated in the Purchase Order. ALIGHT Sudan P. O. Box 13545, Arkweet Block 57, Hs 19, Khartoum-Sudan



ANNEX XII: ALIGHT'S CONFLICT OF INTEREST POLICY

The Alight seeks to avoid potential conflicts of interest posed by close personal relationships between ALIGHT associated persons, employees and clients, patients, beneficiaries, consultants, contractor's other individuals participating in an ALIGHT program or activity. As used in this policy, "close personal relationships" include close familial relationships such as spouse, parents, children, siblings, cousins, and other relations; or consensual sexual or romantic relationships. To ensure that close personal relationships between ALIGHT associated persons and employees and clients, patients, and beneficiaries do not influence decisions with respect to hiring, promotion, education or access to materials, medicine, healthcare, money or other financial resources or any other goods or services provided by ALIGHT, any ALIGHT associated person engaged in a close personal relationship with another person as defined in this policy is responsible for disclosing this relationship in writing to the Director of Human Resources.

ALIGHT associated persons are prohibited from providing any assistance or service through any ALIGHT program, such as access to materials, medicine, healthcare, money or other financial resources or any other goods or services provided by ALIGHT, to anyone with whom they have a close personal relationship. ALIGHT associated employees are also prohibited from supervising and participating in any hiring, promotion, and evaluation decisions, either directly or indirectly that may affect an individual with whom they have a close personal relationship. When informed of a close personal relationship in accordance with this policy, the Program Coordinator, in conjunction with the Country Director, will recommend steps to eliminate any potential for conflict of interest.

Failure to disclose the existence or end of a close personal relationship in accordance with this policy is cause for termination of the associated person's agreement.

ALIGHT associated persons who believe this policy is being violated should report the concern to a Program Coordinator or the Country Director. In any case, the Country Director must be informed, unless the violation involves the Country Director in which case the Director of Human Resources & Administration must be notified.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of the Alight. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an ALIGHT associated person has any influence on transactions involving purchases, contracts, or leases, it is imperative that he or she disclose to an officer of the Alight / Alight as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an ALIGHT associated person or relative has a significant ownership in a firm with which the Alight / Alight does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the ALIGHT. The activities are strictly prohibited by ALIGHT. Violations will be cause for immediate termination and, if warranted, legal action.

The Contractor has read this Conflict of Interest policy and understands the contents of this policy and that the Contractor is responsible for complying with its provisions.

Name (Print):		
Signature:	Date:	
0		



ANNEX XIII: ALIGHT'S CODE OF CONDUCT AND PROCUREMENT CODE OF CONDUCT

It is ALIGHT's policy that all staff, consultants, subcontractors and sub-grantees conduct their activities morally, ethically, and in the spirit of accountability and transparency, and in conformity with applicable laws and regulations and practices common with responsible corporations and non-government organizations.

Specifically, this policy explicitly provides that:

- 1. No funds or assets will be used for any unlawful or improper purpose.
- 2. No contributions will be made for political purposes from ALIGHT funds in the United States or in any country, even in countries where such contributions may be legal.
- 3. Gratuities, business entertainment, meals and gifts which are both lawful and customary may be permissible, but may not be allowable. However, no payments, gratuities, or gifts will be made, directly or indirectly, to any official or employee or other Government or any Government agency.
- 4. Financial data required to be submitted to donors, including governments, must be accurate, complete and current and prepared in accordance with applicable grant requirements, where appropriate.
- 5. No payments will be solicited or received by an employee or relative of an employee from a vendor or sub grantee or prospective vendor or sub grantee.
- 6. Payments to agents, brokers or middlepersons may be made where required in the normal course of business to secure goods and services for ALIGHT taking care that such payments are in line with prevailing practice. Agents' compensation must be reasonable in relation to the services performed and will not exceed the normal rate for transactions of a similar nature and size in the particular location.
- 7. All financial transactions will be accounted for accurately and properly. No undisclosed or unrecorded funds or assets will be established or maintained for any purpose.
- 8. Payments/cash transactions will be made only into and from ALIGHT Headquarters-approved bank accounts.

PROCUREMENT CODES OF CONDUCT

The Alight / Alight seeks to avoid potential problems when dealing with procurement situations. For the purpose of this policy, the phrase, "person," includes individuals, groups organizations, associations, and any form of business entity, whether or not registered or authorized, and any combination of any of the foregoing or any representative, whether actual or apparent, of any of the foregoing.

Prohibited Conduct:

- 1. Gifts. No person may solicit, offer or accept any gift or thing of value from any other person where there is an actual or potential business relation between such Parties.
- The following exception applies: A small token gift that is inexpensive or can be shared with all staff (such as food, flowers, etc.), or an offer to provide recognition or thank you.
- 2. All persons and their staff who provided or made possible the benefit bestowed. The recipient of such an exception must inform the Country Director in writing within 10 days after receipt.
- 3. Influence. No person may solicit, offer or accept any offer to exert economic, political or personal pressure of influence on another person for the benefit of any person, in return for a preference, favorable decision, or other advantage in an existing or proposed transaction.
- 4. Bid-Rigging. With regard to any bid, request, proposal, or offer of assistance, no person shall agree with another person, who is, or except for such agreement would be, a competitor of such person to eliminate, limit or dilute competition or improperly influence or try to improperly influence, the making of an award, grant, contract or undertaking of any humanitarian organization.
- 5. Grant Rotating. No person shall engage in any agreement or collusive scheme to rotate or distribute among selected or predetermined persons the award of grants, contracts, or offers of assistance in contravention of the established policies of any donor humanitarian organization.
- 6. Kickbacks. No person shall provide or attempt to provide, solicit, accept or attempt to accept any kickback.

Procurement Conflicts of Interest

- 1. Insider Relations. It is a conflict of interest and a violation of this code for any person, soliciting or being considered for a grant, award, contract or offer of assistance, to solicit or enter into any grant, award, contract or offer of assistance to a business member, family member or a person with whom the person has a close economic relation, working for, in any capacity, the entity making the grant, award, contract or offer of assistance.
- 2. Enforcement.
- 3. Consents:

Contractors dealing with employees of ALIGHT in a bidding process will be required to sign a consent statement that they will abide by this Code of Conduct in all dealings with member agencies for all purchases.

4. Compliance List:

The Country Director shall maintain a list of all contractors, dealing with employees of his/her country program in bidding processes, who have agreed to ALIGHT Proprietary Information to comply with this Code of Conduct and are in compliance with this Code, which will be on file in the country program office.

5. Violations:

Violations will be reported directly to the ALIGHT Country Director in writing with a copy to the Director Administration. Any offer received from a potential supplier that is in violation of ALIGHT policies must be rejected.



Acknowledgement	
I	acknowledge that I have read and understood the ALIGHT Code of
Conduct and its Procurement Code of Conduct.	
Company Name:	<u></u>
Signature	
Date:	



ANNEX XIV: CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS

Suppliers and manufacturers to Non-Governmental Organizations (NGO's) should be aware of the Code of Conduct initiatives that the Inter-Agency Procurement Group (IAPG) support. This information is to advise you, our suppliers, of the Corporate Social Responsibility (CSR) element in our supplier relationships.

- Goods and services purchased are produced and developed under conditions that do not involve the abuse or exploitation of
 any persons.
- 2. Goods produced and delivered by organizations subscribe to no exploitation of children
- 3. Goods produced and manufactured have the least impact on the environment

Code of Conduct for Suppliers:

Goods and services are produced and delivered under conditions where:

- 1. Employment is freely chosen
- 2. The rights of staff to freedom of association and collective bargaining are respected.
- 3. Living wages are paid
- 4. There is no exploitation of children
- 5. Working conditions are safe and hygienic
- 6. Working hours are not excessive
- 7. No discrimination is practised
- 8. Regular employment is provided
- 9. No harsh or inhumane treatment of staff is allowed.

Environmental Standards:

Suppliers should as a minimum comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas to be considered are:

- 1. Waste Management
- 2. Packaging and Paper
- 3. Conservation
- 4. Energy Use
- 5. Sustainability

Business Behaviour:

IAPG members will seek alternative sources where the conduct of suppliers demonstrably violates anyone's basic human rights, and there is no willingness to address the situation within a reasonable timeframe.

IAPG members will seek alternative sources where companies in the supply chain are involved in the manufacture of arms or the sale of arms to governments, which systematically violate the human rights of their citizens.

Qualifications to the statement

Where speed of deployment is essential in saving lives, IAPG members will purchase necessary goods and services from the most appropriate available source.

Disclaimer

This Code of Conduct does not supersede IAPG Members' individual Codes of Conduct. Suppliers are recommended to check the Agencies' own websites.



SUPPLIER'S CONFIRMATION
I do hereby confirm that I have read, understood and agreed to the following Terms and Conditions, and the Policies as outlined in the Tender Document.

Policy	Supplier's Confirmation & Signature
1. Contract Terms and Conditions	
2. ALIGHT's Conflict of Interest Policy	
3. Child Safeguarding and Protection Policy	
4. Code of Conduct and Procurement Code of Conduct	
5. The IAPG Code of Conduct	