

**Invitation to Tender (ITT)** **for the construction of 10 blocks of five (5) stances VIP drainable latrines for pupils in schools of Bugiri and Namayingo districts.**

**REF: GB-W-316**

|  |
| --- |
| **GOAL is completely against fraud, bribery and corruption.****GOAL does not ask for money for bids. If approached for money or other favours, of 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** |

# 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 Uganda since 1979, The GOAL Uganda country programme focuses on two of GOAL’s three strategic sectors: health (including WASH and health accountability programming) and livelihoods. GOAL Uganda mainstreams gender, and child protection across all programming. GOAL works on a district focused approach and uses a mixture of direct implementation and partnerships with local civil society organisations, private sector partners, and district local governments to give effect to our mission. GOAL Uganda is funded by a number of donors, including Irish Aid, charity: water, YAW and USAID.

# Proposed Timelines

|  |  |  |
| --- | --- | --- |
| **Line** | **Item** |  **Date, year, time, and time-zone** |
| 1 | ITT published  | 28th May, 2021 |
| 2 | Closing date for clarifications  | 10th June 2021 at 17:00 hrs EAT |
| 3 | Closing date and time for receipt of Tenders | 17th June 2021 at 17:00 hrs EAT |
| 4 | Tender Opening Location | GOAL Office, Plot 5448, Bonge Way Kiwafu Estate Kansanga, Kampala |
| 5 | Tender Opening Date and time  | 23rd June 2021 at 11:00 hrs EAT |
| 6 | Contracting Period | July 2021 |

# Overview of requirements

## Works Specification

GOAL invites contractors for the construction of 10 blocks of five (5) stances VIP drainable latrines for pupils in schools of Bugiri and Namayingo districts. REF: GB-W-316; the technical parameters must meet or exceed minimum specification requirements outlined in the technical specification to tenderers referred to in Appendix 2.

GOAL would like to see the following issues addressed by the Contractors:

* Technical specification Appendix 2A & 2B
* Financial Offer – refer to Appendix 3A & 3B for the Bills of Quantities (BOQ)
* Delivery/lead-time detailed work plan and methodology – refer to Appendix 4 for guidelines.

# Terms of the Procurement

## Procurement Process

### This invitation to tender (ITT) is under an open tender, the basic requirements with which proposals must comply with are detailed in section 5 of this ITT.

### The Contracting Authority for this procurement is GOAL.

## 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 to 5 working days (as outlined in section 2-Proposed timelines) before the deadline, and no later. Any queries about this ITT should be addressed in writing to GOAL via email on tenders@goal.ie and answers shall be collated and published online at <https://www.goalglobal.org/tenders> in a timely manner.

## Conditions of Tender Submission

### Tenders must be completed in English.

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

### 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.

### 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.

### 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.

### 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.

### 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.

### 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.

### GOAL is not bound to accept the lowest, or any tender submitted.

### GOAL reserves the right to split the award of this contract between different bidders in any combination it deems appropriate, at its sole discretion.

### 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 1.1 of the contract.

### GOAL reserves the right to refuse any subcontractor that is proposed by the Supplier.

### 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.

### Information supplied by respondents will be treated as contractually binding. However, GOAL reserves the right to seek clarification or verification of any such information.

### GOAL reserves the right to terminate this competition at any stage.

### Unsuccessful tenderers will be notified.

### 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.

### This document is not construed in any way as an offer to contract.

### 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.

### **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. Tenders must be completed in English.

### Any contract(s) awarded from this procurement procedure are likely to be subject to the EU General Data Processing Regulation (GDPR). Winning service provider(s) will be considered Data Processors, and GOAL will be the Data Controller. Any such contract(s) will contain appropriate instructions and clauses, and the Data Processor will be required to provide information on their Data Protection & Security procedures. GOAL reserves the right to rescind the award of contract should the Data Protection & Security procedures be considered (in GOAL’s sole opinion) inadequate, or if GOAL and the service provider cannot agree to minimum GDPR compliant contract terms

## Quality Control

3rd party companies may be contracted by GOAL to carry out random quality inspections of supplies 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 Contractor.

Sub-contracting: note section 3 in GOAL Standard Terms and Conditions. GOAL may choose to visit vendors, including sub-contractors (if any) as per of the evaluation process.

## Submission of Tenders

Tenders must be delivered Electronically with your offers in same email to tenders@goal.ie and in the subject field state:

* 1. ***GB-W-316 for the construction of 10 blocks of five (5) stances VIP drainable latrines for pupils in schools of Bugiri and Namayingo districts.***
	2. ***Name of your firm with the title of the attachment***
	3. ***Number of emails that are sent e.g. 1 of 3, 2 of 3, 3 of 3.***

**Proof of sending is not proof of reception. Late delivery will result in your bid being rejected. All information provided must be perfectly legible.**

**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.**

## Tender Opening Meeting

Tenders will be opened at the date mentioned in the section 2 at the following location:

**GOAL Uganda-Kampala office**

**Bonge Way Plot 5448 Kiwafu Estate Kansanga Kampala - Uganda**

One authorised 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@ug.goal.ie Tenderers are invited to attend the Tender Opening Meeting at their own cost.

***Note: Due to the evolving nature of the Covid19 situation, companies who send an email to notify their intention to attend will be informed by return of email whether the tender public opening will proceed. This decision will be in line with local government regulations and GOAL’s health and safety decision at that time.***

# Evaluation Process

## 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** |
| *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.* |
| 1 | **Administrative instructions** | 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.1. **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.1. **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. **Failure to comply with the prescribed format and structure may result in your response being rejected at this stage.** 1. **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. |
| **2** | **Essential Criteria** | **Minimum mandatory requirements of specifications or contract performance.** 1. Valid trading licence to ascertain that the organisation is registered to carry out construction works.
2. Tax Clearance and VAT Registration Certificate to ascertain the tax status of the Contractor.
3. Certificate of Incorporation.
 |
| *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* |
| **3** | **Legal, Economic & Financial Criteria** | **In-depth review of financial accounts and other documents submitted; tenderer is judged to have requisite financial stability.** 1. Copies of AUDITED financial accounts for the last 2 years, including details of profit and loss and cash flow.
2. Bank statement of last six months (December 2020 – May 2021)
 |
| *Each proposal that conforms to the Essential and Qualification Criteria will be evaluated according to the Award Criteria given below by GOAL.*  |
| **4** | **Award Criteria** | Tenders will be awarded marks under each of the award criteria listed in this section to determine the most economically advantageous tenders.1. Financial offer/BOQs
2. Delivery/Lead time
3. Technical Offer

a. Curriculum vitae (**CV, academics/diplomas of the proposed project manager and the proposed foreman only**).b. Evidence of either ownership or hire or lease of construction equipment as well as vehicles.c. Two completion certificates for any works related assignments within a period of 2018-2020.d. Two recommendation letterse. Methodology  |
|  |
| **5** | **Post selection**  | References and other checks are found to be clear, and quality is assessed. |

## Tender Evaluation

GOAL will convene an evaluation team which may include members of the Finance, Logistics, Programmes, Donor Compliance and Internal Audit.

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 tenderer 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.

## Award Criteria

Prices might be in **UGX (Ugandan Shilling).** 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):

**Scorevendor = 35 x (pricemin / pricevendor)**

|  |  |  |
| --- | --- | --- |
| **No** | **Qualitative award criteria** | **Weighting (maximum points)** |
| 1. | Technical Offer:a. Curriculum vitae (**CV, academics/diplomas of the proposed project manager and the proposed foreman only**).b. Evidence of either ownership or hire or lease of construction equipment as well as vehicles.c. Two completion certificates for any works related assignments within a period of 2018-2020.d. Two recommendation letterse. Methodology | 55 |
| 2. | Delivery/Lead time | 10 |
| 3. | Financial Offer/Bill of Quantities (BoQs) | 35 |
|  | **Total number of points** | **100** |

**All financial offers must be made on the basis of ‘best and final offer’.**

# Response Format

## 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.

## Submission Checklist

|  |  |  |  |
| --- | --- | --- | --- |
| **Line** | **Item** | **How to submit**  | **Tick attached**  |
| **Electronic submission** | **Physical submission** |  |
| 1 | This checklist ticked | Ticked, scan and save as ‘Checklist’ | Tick and submit.  |  |
| 2 | Appendix 1 - Company Details included section 2 & 3  | Sign, scan and save as ‘contact Details’ | Sign, stamp and submit. |  |
| 3 | Appendix 2A & 2B – Technical specifications signed | Complete, sign & stamp, scan and save as ‘Financial Offer’ | Complete, sign, stamp and submit.  |  |
| 4 | Appendix 3A & 3B – Bill of Quantities filled and signed | Complete, sign & stamp, scan and save as ‘Financial Offer’ | Complete, sign, stamp and submit.  |  |
| 5 | Appendix 4 – Lead Time/ Workplan / Methodology **in your own format signed**  | Complete, sign & stamp, scan and save as ‘Workplan’ | Complete, sign, stamp and submit. |  |
| 6 | Appendix 5 – GOAL Terms and Conditions signed | Attach T&C signed  | Submit signed copies |  |
| 7 | Certificate of incorporation | Attach copies of Certificate of incorporation | Submit copies of Certificate of incorporation |  |
| 8 | Valid Trading license | Attach copies of Valid Trading license | Submit copies of Valid Trading license |  |
| 9 | Valid Tax clearance certificate and VAT registration | Attach copies of Valid Tax clearance certificate and VAT registration | Submit copies of Valid Tax clearance certificate and VAT registration |  |
| 10 | Bank statement for the last six months (December 2020-May 2021) | Attach copies of Bank statement | Submit copies of Bank statement |  |
| 11 | Audited accounts of the past two (2) years: 2020 & 2019 | Attach copies of Audited accounts | Submit copies of Audited accounts |  |
| 12 | Curriculum vitae (**CV, academics/diplomas of the proposed project manager and the proposed foreman only**). | Attach copies of CV, academics/diplomas | Submit copies of CV, academics/diplomas |  |
| 13 | Evidence of either ownership or hire or lease of construction equipment and vehicles **in your own format** | Attach copies of evidence of ownership | Submit copies of evidence of ownership |  |
| 14 |  Two completion certificates for any works related assignments within a period of 2018-2020 | Attach copies of Audited accounts | Submit copies of completion certificates |  |
| 15 | Two recommendation letters | Attach copies of recommendation letters | Submit copies of recommendation letters |  |

**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 | 🞏 Company🞏 Partnership | 🞏 Joint Venture🞏 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** | 🞏Yes 🞏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 UGX** | **Offered Goods Turnover UGX** |
| **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.

Signed: (Director) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# 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 |  |

1. **self-declaration of finance and tax**

|  |
| --- |
| **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 |
|  |
| 1. **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 2A.** **Technical specifications**

1. **Introduction**

This Specification and Bill of Quantities is for the construction of ***10 blocks of five (5) stances VIP drainable latrines for pupils*** in schools in Bugiri and Namayingo districts. The latrines are in two categories for ***male and female pupils***. All the 10 blocks of drainable latrines will be built in primary schools in any of the sub-counties of ***Bulesa, Kapyanga, Buluguyi, Iwemba, Nabukalu, Budhaya and Buwunga (Bugiri district)*** or ***Buswale, Buhemba, Banda and Mutumba (Namayingo district).***

The Bill of Quantities attached should be read in conjunction with this Specification and the drawings.

Contractors must always comply with all Government of Uganda labour laws as well as signing up to GOAL Uganda Policy and Code of Conduct on Child Protection and Beneficiary Interaction as well as attend regular sensitization sessions as organized by GOAL in relation to the above as well as construction best practice.

**Drawings**

The following drawings should be read in conjunction with this Specification:

|  |  |  |  |
| --- | --- | --- | --- |
| **Drawing No.** | **Description** | **Date** | **Scale**  |
| GU-cw-21-G01 | Ground plan of drainable Girls’ VIP School latrine | Feb 2021 | NTS |
| GU-cw-21-G02 | Elevations of drainable Girls’ VIP School latrine | Feb 2021 | NTS |
| GU-cw-21-Da | D1, D2 Doors Details, Water Tank Platform & Mesh in Vents  | Feb 2021 | NTS |
| GU-cw-21-Db | Details: Support Devices in Disabled Stance and Squatting Slab | Feb 2021 | NTS |
| GU-cw-21-Dc | Typical ramp construction | Feb 2021 | NTS |
| GU-cw-21-Dd | Section A-A of school drainable latrine | Feb 2021 | NTS |
| GU-cw-21-De | Section through slab and typical detail of beam | Feb 2021 | NTS |
| GU-cw-21-B01 | Ground plan of drainable Boys’ VIP School latrine | Feb 2021 | NTS |
| GU-cw-21-B02 | Elevation views of drainable Boys’ VIP School latrine | Feb 2021 | NTS |

**2. PRELIMINARIES**

**2.1 Access**

To gain access to the various Sites for pricing, contact GOAL Office in Bugiri in advance for details.

**2.2 Contract**

Contract shall be the GOAL Contract Agreement and Schedule of Conditions. The Contractor should make himself familiar with the Contract and all its Conditions.

**2.3 Retention Sum**

A retention amount of 10% shall be held till the completion of the six months after the date of Practical Completion (being the date on which the works are sufficiently complete to allow the latrines to be fully used by the beneficiaries as intended) and only after the making good of any defects in the works that may exist up to the end of the 6-month defects period (excluding defects due to normal use).

* 1. **Warranty Period**

The contract shall have a warranty period of six months from the date on which the last group of latrines are completed.

**2.5 Insurances**

The Contractor shall indemnify GOAL Uganda against all and any third-party claims to persons and property.

**2.6 Site Security**

The Contractor shall be responsible for site security at all times during construction. The contractor should ensure that all necessary precautions and measures are put in place to ensure that the security of the site, works and all materials stored on site is properly and thoroughly provided throughout the project

The Contractor is advised to visit the site and ascertain all local conditions and restrictions likely to affect the execution of the Works. No claims arising from failure to do so will be considered. Do not use the site for any purpose other than carrying out the Works.

**2.7 Disturbance & Adjoining Property**

The Contractor shall carry out the works in such a manner as to minimize all and any disturbance and inconvenience to adjoining properties, the public and passers-by.

**2.8 Works Access**

Proper care and protection shall be provided to areas unaffected by the works.

**2.9 Services**

Contractor to provide all services required to carry out the works including water and electric power

**2.10 Site Safety**

GOAL regards the safety of onsite workers, animals and third parties as being paramount. Allow for the provision of all necessary equipment to ensure compliance with GOAL Health and Safety rules (plywood sheets to protect excavations, appropriate PPE (Personnel Protection Equipment including hard hats, gloves and reflective jackets) for all staff, ladders, scaffolding etc. as required.

The site shall be kept tidy and safe during construction. Materials shall be stored in a secure and safe manner.

The works to be carried out using methods and equipment so as to ensure site safety. The Contractor to ensure that all workers to be fully trained in use of any equipment required to carry out the works.

Suitable First Aid assistance shall be provided on site.

**2.11 Site Supervision**

The Contractor and not GOAL shall be responsible for the daily supervision of the works. A competent and experienced Site Supervisor shall be provided by the Contractor on site at **ALL** times, during working hours, who shall be authorized to accept and carry out instructions from GOAL.

Periodic site inspections shall be carried out by GOAL to check that works are being completed in accordance with the contract drawings and documents.

If at any time laxity or serious departures from set norms are observed by the Client, suitable action shall be taken by the Contractor to correct the situation.

The Contractor will provide to the Client a list of names and contact numbers for the site foremen who will be responsible for supervising the works on site.

**2.12 Plant and Debris**

The site is to be kept tidy and orderly during the works. Contractor shall provide all tools, plant, scaffolding, ladders, hoarding protection and all materials in all trades for the carrying out of the works.

Upon completion of the works, remove all rubbish, debris, plant and unused materials and leave site in a safe, tidy and finished condition.

* 1. **Variations**

All and any variations shall not proceed without the written authorization of GOAL in advance.

**2.14 Discrepancies / Errors**

Where there is a discrepancy between the Drawings and the Specification, consult GOAL for clarification.

**2.15 Working Hours**

Shall be between 8.00 am and 6.00 pm Monday to Saturday.

**2.16 Quality**

All materials and workmanship shall be the best of their respective kinds. All work shall comply with all relevant Building Regulations and Codes required by Uganda law. The Contractor is to provide, at his own expense, samples and test reports of all materials to be used in the works.

**2.17 Site Facilities**

The Contractor shall provide toilet facilities for staff.

**2.18 Finish Complete**

Include generally for finishing complete in all trades, all chasing, making holes, and making good and boxing-in.

**2.19 Approved Materials**

The materials and workmanship shall, unless otherwise qualified in these specifications, conform to the Standard Specification of Materials and Workmanship for Building Works issued by the Ministry of Housing and Urban Development of the Republic of Uganda or the relevant British Standards.

**2.20 Building Regulations**

The materials and workmanship shall, unless otherwise qualified in these specifications, conform to the Standard Specification of Materials and Workmanship for Building Works issued by the Ministry of Housing and Urban Development of the Republic of Uganda or the relevant British Standards.

**2.21 Protection Guidelines**

Ensure every effort to protect completed work or existing materials & appliances. Ensure appropriate measures taken for protection and storage of all materials on site.

* 1. **Child Protection Policy**

All works to be carried out fully in accordance with GOAL Child Protection Policy. For details on the Policy, contact GOAL Head Office in Kampala.

**GENERAL SPECIFICATION (Items not used have been deleted)**

**A. GENERAL ITEMS**

A.1. All materials used in the works shall be new and of the quality and kind specified.

A.2 The Contractor is to provide, at his own expense, samples and test reports of all materials to be used in the works.

A.3. Where materials are specified by reference to a manufacturer's name or type the Contractor may offer alternative materials of equal or superior quality, details of which should be submitted with the tender document. If awarded the contract, the Contractor must submit samples of the alternatives proposed to substantiate the equality and obtain written approval from the Employer before purchase.

A.4. The materials and workmanship shall, unless otherwise qualified in these specifications, conform to the Standard Specification of Materials and Workmanship for Building Works issued by the Ministry of Works of the Republic of Uganda or the Ministry of Education and Sports.

A.5. Before starting work the contractor is required to survey the site and report any differences or discrepancies with the drawings

**D. EXCAVATION AND EARTHWORK**

***D.1. GENERAL***

D.1.1 The Contractor is recommended to familiarise himself with the area of operation before tendering and to ascertain the probable nature of the ground to be excavated.

D.1.2 Excavation may be hand or mechanical, as necessary to meet the specification.

D.1.3 When it is specified that the Contractor must include in his tender for any variation in depths or sizes of foundations, care must be taken in calculating the total quantity of each type of excavation necessary to suit the site conditions of the works.

D.1.4 Materials arising from the excavations are to remain the property of the Client unless the Contractor is specifically instructed to remove them from the site.

D.1.5 The Contractor must inform the Employer when excavations are ready to receive other constructions and obtain the Employer's approval before commencing additional work. Any other work executed before excavations are inspected and approved must, if so directed, be removed and new work substituted to approval. No claim will be allowed for such removal and new work.

D.1.6 All filling material is to be from a source and of a composition approved by the Employer and capable of being compacted as specified.

***D.2. CLASSIFICATION OF EXCAVATIONS***

D.2.1 Where quantities do not form part of the Contract, the Contractor will be deemed to have included in his tender for excavation in any class of material.

D.2.2 Class 1: Material which cannot be removed except by blasting, use of metal wedges and sledge hammers or mechanical means. Boulders greater than 0.5m3 which constitute 50% or more of the volume of particular part of the excavation will be considered class 1 material throughout.

D.2.3 Class 2: Normal soft material which can be removed without recourse to the methods in class 1, 3 and 4.

D.2.4 Class 3: Compacted gravel or decomposed rock materials such as consolidated murram or gravel, decomposed or stratified rock, stones and boulders less than 0.5m3, which can be excavated by ripping or using compressor tools.

D.2.5 Class 4: Excavation requiring de-watering due to ground water.

***D.3. CLASSIFICATION OF FILL***

D.3.1 Normal: Subsoil, imported or resulting from the excavation, free from rubbish and vegetable matter.

D.3.2 Hard: Aggregate, murram, rock and hard-core filling.

D.3.3 Murram, otherwise known as laterite, should be of good quality, well graded and free from vegetation including roots. In order to minimize excessive breakdown of the murram, compaction activities should be carefully planned and controlled, particularly for murram with a nominal size that is less than 10mm. The murram should be laid and compacted in 100mm layers.

***D.4. WORKMANSHIP***

D.4.1 Before starting work confirm with the Employer which, if any, trees are to be removed. Cut down, grub up roots and fill voids with approved material. Clear site of undergrowth after confirming with the Employer which bushes and shrubs are to be retained. Remove from site or burn on site all grass and vegetable matter arising from site clearance.

D.4.2 Destroy all white ants nests within the perimeter and within 20 metres of the building. Destroy queen ants impregnate holes and tunnels with insecticide and fill voids with approved material.

D.4.3 Hard materials arising from site clearance may be re-used as hard core if complying with the specification for hard filling material and approved by the Employer.

D.4.4 Before beginning excavation, excavate top soil as specified or as necessary and keep separate from excavated sub soil. Unless otherwise directed or approved, remove from site top soil containing vegetable matter or spread and level on site where directed or as shown on drawings.

D.4.5 Excavate to the widths and depths required for the constructions shown on the drawings, including working space where necessary. Excavation in excess of requirements must be backfilled as specified at the Contractor's expense. Fill and compact in well rammed layers not exceeding 150mm.

D.4.6 Support sides of excavation as may be necessary, using planking and strutting. The Contractor will be held responsible for the execution and subsequent removal of all necessary sheeting, timbering, strutting and shoring to ensure the safety of work people, to secure the excavations and to prevent any movement.

D.4.7 Where casting of concrete against vertical earth surfaces is shown on the drawing or permitted by the Employer, trim earth faces neat and true to line and take precautions to prevent contamination of the concrete, to the satisfaction of the Employer.

D.4.8 Back fill foundation trenches, working space and the like with earth or murram filling well compacted in layers not exceeding 150mm thick. Avoid damage to adjoining construction and do not backfill against brickwork or the like until mortar has set hard.

D.4.9 Maintain all excavation free from water, including spring and running water and storm water. If it is likely that standing water will occur in excavations before the placing of concrete or other constructions, do not excavate the final 100 to 150mm of soil until immediately before construction takes place.

D.4.10 Where waterlogged material is encountered in the excavation, inform the Employer and obtain his instructions as to the measures to be employed.

D.4.11 Spread and level on site or remove from the site all surplus material as directed or shown on the drawings.

D.4.12 Treat the top surface of all hard-core and aggregate filling with insecticide applied in accordance with the manufacturer's instructions.

D.4.13 Spread and level hard-core in layers not exceeding 150mm thick and consolidate with a smooth steel wheeled roller or by other approved means. Where mechanical consolidation might endanger completed or partially completed construction consolidate with hand rammer to the approval of the Employer.

D.4.2 Place and compact porous fill in layers brought up 100mm in advance of general filling material adjoining.

**F. CONCRETE WORK**

***F.1. General***

F.1.1 Include for taking samples of aggregates, cement, reinforcement, concrete and the like as specified herein, for preparing 2 test cubes at 7 days and 2 at 28 days transporting samples to M.O.W Kampala. The number of test is subject to Employer's requirements.

F.1.2 The Contractor shall deliver samples of sufficient quantity of the material to the laboratory for preliminary trial tests of the proposed mixes.

F.1.3 Preliminary trial tests must be carried out at the Contractor's expense and satisfactory test results submitted to the Employer before mixes can be sanctioned.

F.1.4 A record of all tests shall be kept on site identifying the tests with the corresponding parts of the works.

F.1.5 Should the Contractor either fail to carry out any test described in the specification or fail to produce the relevant test certificate, further tests will be specified and carried out at the Contractor's expense.

F.1.6 If the strength of the works cubes fail to comply with the requirements of this specification, or if the concrete placed in the works is in opinion of the Employer unsatisfactory in any other way, the relevant mix shall no longer be used and the concrete work will be rejected.

F.1.7 The term "cubes" mentioned above, shall be made and cured in accordance with BS 1881 PART 3.

***F.2. MATERIALS***

F.2.1 Cement, sand and water shall be as described in section G - Walling.

**F.2.2** Aggregates shall be to BS 882, hard, durable, clean, and free from deleterious materials in form or in sufficient quantity such as to affect adversely the strength or durability of the concrete or to produce corrosion of the reinforcement.

***F.3. WORKMANSHIP***

F.3.1 Store each type and size of aggregate separately in an area covered by well drained tightly laid wood planks, sheet metal, hard compact gravel, concrete or other hard, clean surface. Prevent the mixing of different types of aggregate and the intrusion of the foreign matter.

F.3.2 Store cement delivered in bags in a waterproof shed on a wooden floor raised at least 150mm above the surrounding ground.

F.3.3 Provide samples for testing in accordance with a programme agreed with the Employer. Carry out workability tests on site under the supervision of the Employer if required. Indicate on the works test records the parts of the structures represented by the sample tested, and provide copies to the Employer.

F.3.4 All concrete shall be mixed in a batch type mechanical mixer of approved type or as agreed on site. The quantity of cement shall be determined by weight. The quantity of fine and coarse aggregate may be measured by weight or volume using correctly calibrated gauge boxes. The quantity of water must be accurately controlled to ensure a constant water cement ratio.

F.3.5 Concrete with a slump value greater than the specified maximum must not be used in the work.

In thin walls, beams and the like 75mm maximum

In larger sized members 50mm maximum

In suspended slabs 75mm maximum

For mass concrete (un-vibrated) 100mm maximum

F.3.6 Cube Tests: Take a sample of fresh concrete from the point of placing as specified in BS 1881 Part 1, clause 2. Where specified that more than one cube is to be made, take each sample from a different place. If a concrete mix fails to pass any specified test, cease concreting immediately and do not recommence until instructions have been obtained from the Employer.

**F.3.7**

The specified mixes are as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Grade** | **Max Agg Size** | **Max w:c ratio** | **Min crushing strength N/mm2****7 days** | **Min crushing strength N/mm2****28 days** |
| **30** | 20mm | 0.45 | 21 | 31.5 |
| **25** | 20mm | 0.5 | 18 | 26.5 |
| **20** | 20mm | 0.58 | 2 | 21 |
|  |  |  |  |  |

**F.3.8** When transporting concrete, avoid contamination, segregation or loss of ingredients. The method of transporting concrete must permit placing and compaction within the times specified for each mix.

F.3.9 Prior to placing concrete ensure that all surfaces on which concrete is to be placed are clean, with no debris or free water. When concreting care should be taken to prevent damage to or displacement of reinforcement formwork and freshly placed concrete.

**F.3.10** Obtain approval from Employer of the formwork, reinforcement and surfaces on which concrete is to be placed.

**F.3.11** Record the date and time of each concrete pour and supply a copy to the Employer.

**F.3.12** Place concrete made on site with ordinary Portland cement within 20 minutes of the addition of water to the mix.

**F.3.13** Do not discharge concrete through obstructions in any way which may cause uneven dispersal, segregation or loss of ingredients. Place concrete in a single continuous operation up to construction joints.

**F.3.2** Do not place concrete on both sides of a movement joint at the same time without the approval of the Employer. Joints will be permitted only in the positions shown on the drawings or as agreed with the Employer.

**F.3.15** Before placing concrete in foundations ensure that the excavated bottom is clean and to the profile shown on the drawings or approved by the Employer. Where concrete is to be cast against the sides of excavation without the use of formwork, trim vertical surfaces neat and true to line. If any excavation is made wider or deeper than specified, the void must be filled with concrete of the same class as that specified for the foundation, at the Contractors' expense. Do not place concrete in foundations before the excavation has been inspected and approved by the Employer. Unless otherwise directed, **concrete grade 20 and upwards shall be compacted by mechanical vibration** so as to ensure a dense homogeneous mass throughout every part of the works and to produce a good surface finish.

**F.3.16** After placing and compacting, cover concrete surfaces for a continuous period of not less than seven days unless otherwise directed by the Employer. The structure must not be loaded before the concrete has attained the required strength. Loads in excess of the design loads must not be imposed on the concrete.

**F.3.17** Particular care must be taken when concreting above finished work, e.g. ring beam above fair face brickwork, to ensure no grout leakages cause damage. Any damage so caused will have to be rectified at the Contractor's expense.

**G. WALLING**

**G.1. *GENERAL***

**G.1.1** The Contractor will submit the following numbers of material samples for testing. Those samples will be selected under the supervision of the Employer, and the Contractor is to include for all testing, packing & transportation to the M.O.W laboratory in Kampala or another laboratory approved by the Employer.

Bricks - 24 nr.

**G.1.2** The Contractor will be required to provide additional samples for testing in the event that the quality changes.

**G.1.3** Include for cutting, bonding and junctions, levelling courses and plumbing angles, forming all openings, filling ends of hollows blocks, building off beams or slabs and building overhand or off scaffolding.

**G.2.MATERIALS**

**G.2.1** Unload and handle bricks, blocks, tiles and stones without soiling, chipping or otherwise damaging. Do not tip bricks or blocks from vehicles. Stack bricks and blocks on edge on level hard standing.

**G.2.2** All cement used for making mortar shall be Portland cement complying with BS 12, should be kept on pallets, and protected from water and damp.

**G.2.3** All sand used for making mortar shall be clean well graded silicone sand of good sharp quality equal to samples which shall be approved by the Employer. It shall be free from lumps of stone, earth, loam, dust, salt, organic matter and any other deleterious substance, sieved through a fine sieve and washed if so directed by the Employer.

**G.2.4** The water shall be potable, clean, free from dirt, vegetable matter, mineral salts or other impurities. To be tested if required.

**G.2.5** Clay used for mortar shall be free from organic matter and shall be visually inspected for cohesiveness. It shall be prepared and mixed three days prior to use to allow proper permeation of water.

**G.3. WORKMANSHIP**

**G.3.1** The cement mortar (1:3) shall be composed of 42.5kgs of Portland cement to 0.085m3 of sand. The cement mortar (1:6) shall be composed of 42.5kgs of Portland cement to 0.17m3 of sand measured in specially prepared gauge boxes and thoroughly mixed in an approved manner with water added afterwards until all parts are completely incorporated and brought to a proper consistency. **The use or re-tempering of wholly or partly set mortar is not allowed**. Cement lime sand mortar shall be composed of a mix ratio of 1:1:10 batched by volume. Cement clay sand mortar shall be composed of a mix ratio of 1:5:10 batched by volume. Lime clay sand mortar shall be composed of a mix ratio of 1:2:4 batched by volume.

**G.4. BRICKWORK & BLOCKWORK**

**G.4.1** Prepare a panel approx. 1m2 for each type of brickwork including jointing or pointing, and obtain the approval of the Employer before proceeding with the work.

**G.4.2** The Contractor shall provide setting out rods and set out all work on the same course for openings, heights, etc. and shall build the walls, piers, etc. to the width, depths and heights indicated on the drawings.

**G.4.3** Bricks shall be kept wet before being laid. All walls throughout the work shall be carried up evenly no part being carried up more than four courses at one time, all walls shall be levelled round at each stage.

**G.4.4** All faces of walls to be plastered are to have all the joints raked out as key for plaster.

**G.4.5** Walling at all angles and intersections shall be coursed into the full thickness of the adjoining wall. All walling shall be built up entirely solid without voids. All prepared, surfaces reveals and angles of the walling shall be flushed up and grouted or raked for pointing as the work proceeds.

**G.4.6** All putlog holes shall not be less than one course deep and carefully filled with a brick cut to fit size of opening with beds and joints filled with mortar well tamped in after scaffolding is removed and if in fair faced wall to match facings.

**G.4.7** All new brickwork shall be toothed into existing walls every third course.

**G.4.8** Keep all face work clean during construction and after completion. Rubbing to remove stains will not be permitted.

**G.4.9** Protect all walling from weather and damage while mortar is setting.

**G.5. BRICKS**

**G.5.1** Bricks shall be of the "common" classification unless otherwise specified. The Contractor shall, at the commencement of the work, provide a sample of 24 bricks for the approval of the Employer.

**G.5.2** All clay bricks shall be sound, hard, well burnt and free from cracks. The contractor shall be entirely responsible for the selection of bricks, free from defects, from batches delivered to site, and will not be paid or reimbursed for rejected or broken bricks.

**G.5.3** Clamp fired clay bricks may only be used when specified, and acceptance by the Employer, but will be of dimensions suitable for coursing in header and stretcher bond in full brick thickness walls. The dimensions of bricks will be within 5 millimetres of the nominal length, width and height, as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Dimensions** | **Nominal** | **Max** | **Min** |
| **Length** | 215 | 220 | 210 |
| **Width** | 100 | 105 | 95 |
| **Height** | 75 | 80 | 70 |

**G.5.4** The damp proof course is to consist of a 10mm screed of cement and sand (1:2) laid over the area of the walls and finished to a level surface and covered with and including an approved fibre based bituminous damp proof course weighing not less than 2.7 kgs per square metre and lapped 225mm at all joints and intersections or polythene damp proof membrane as may be specified G1000 and lapped 150mm at ends. All walls are to be carefully cleaned and wetted before the screed is laid.

**K. TILE ROOFING AND SHEET ROOFING**

**K.2.SHEET ROOFING**

**K.2.1** Do not allow any person other than operatives fixing the roofing to have access to the area below while roofing is under construction. Do not allow any person to go onto roofing without using crawling boards.

**K.2.2** Lay and fix roofing sheets and accessories in accordance with manufacture's recommendations and to make the whole sound and water tight. Do not damage or weaken structural members when fixing sheets, which must be of a size and pattern to suit the roof members. Bolt, screws and nails must be supplied complete with plastic washers.

**K.2.3** Galvanised mild steel corrugated sheets to BS 3083, not less than 0.376mm (28swg) thick. Sheets must be free from twist or buckle. Galvanising must be clean, free from surface defects, and firmly bonded to the steel. Ridges, valleys, flashings and the like, to be of the same profile and quality as the roofing sheets.

**K.2.4** Galvanised mild steel ridges and valleys must be not less than 0.376mm (28swg) thick, of a profile to suit the specified construction, and not less than 300mm wide.

**K.2.5** All fixing bolts, screws and nails must be fitted with approved plastic washers suitable for the profile of the sheeting in use.

**K.2.6** Punch fixing holes from underside of mild steel sheets.

**K.2.7** Lay all sheets with end laps of not less than 150mm. Lay 75mm standard corrugated sheets with one and a half-corrugated side lap. Lay super seven sheets with single corrugation side lap. Lay all sheets with open joint of side lap to face away from the prevailing wind.

**K.2.8** Fix accessories in accordance with manufacturer's recommendations using where possible the same fixing as secures the sheeting. Otherwise fix accessories to sheeting with roofing bolts or roofing nails.

**K.2.9** Structural timber will be joined using bolts and washers or screws where appropriate. Nails will be used as necessary with approval. All battens, roof boarding and other members to be fixed using galvanised steel wire nails. The contractor is to leave all the roofs complete and water tight unmarked with cement or bitumen, particularly flashings and external finishes and with joints in straight and even lines.

**K.2.10** No nails, screws or bolts are to be placed in any end split. If splitting is likely or is encountered in the course of the work, holes for nails are to be pre-bored at diameters not exceeding 4/5ths of the diameter of the nails. Clenched nails must be bent at right angles to the grain. Lead holes are to be bored for all screws.

**K.2.11** Joints in joinery must be as specified or detailed and so designed and secured as to resist or compensate for any stresses to which they may be subjected. All knots, springs, etc. are to be punched and puttied.

**K.2.12** Loose joints are to be made where provision must be made for shrinkage, glued joints where shrinkage need not be considered and where sealed joints are required. All glued joints shall be cross-tongued or otherwise reinforced.

**L. CARPENTRY**

**L.1.GENERAL**

**L.1.1** All timber for permanent work in the building shall, before use, be approved by the supervising officer and shall be of the best quantity in accordance with appropriate specifications for its respective grade.

**L.1.2** Include for cutting, scribing, splaying, notching, halving, mortising, tenoning, ends, angles, stops and mitres, including any additional materials required. Include for slightly rounding arises in wrot work

**L.1.3** Structural timber is to be sawn on all faces and edges unless described as wrot.

**L.1.4** Include for fixing by means of nails or steel screws except where otherwise specified or shown on the drawings.

**L.2. MATERIAL**

**L.2.1** Timber for structural use is to be cedar, pine, cypress, or other approved species.

**L.2.2** All carpentry timbers are to be used seasoned to a moisture content of not more than 18% of the dry weight. All joinery timbers are to be seasoned to a moisture content of not more than 15% of the dry weight.

**L.2.3** All timber necessary for the works is to be purchased immediately the contract is signed and when delivered is to be open stacked for such further seasoning as may be necessary. Preparation of the timber is to be commenced simultaneously with the commencement of the works generally. All timber and assembled woodwork is to be protected from the weather and stored in such a way as to prevent attack by decay, fungi termites or other insects.

**L.2.4** Flush doors shall, unless otherwise stated in the Bills of Quantities be 3mm plywood faced doors with solid or semi-solid cores, in accordance with BS 459 part 2 obtained from a manufacturer approved by the Employer and equal in every respect to a sample to be submitted to and approved by the Employer. Doors shall be lipped with hardwood strips on all edges and shall be finished for painting on faces and edges unless otherwise stated. Plywood for use on external doors shall be of exterior grade as described later. The proportion of solid area in semi-solid doors shall not be less than 50% of the total and shall be evenly distributed throughout the door.

**L.2.5** Plywood shall be in accordance with BS 255 and shall be of second grade.

**L.2.6** Plugs must be masonry type fixed in accordance with the manufacturer’s instructions. No wooden plugs are to be used.

**L.2.7** All timber, whether graded or ungraded, including shuttering, scaffolding and the like shall be free of live borer beetle or other insect attack when brought upon the site. The Contractor shall be responsible up to the end of the maintenance period for executing at his own cost all work necessary to eradicate insect attack to timber which becomes evident including the replacement of timber attacked or suspected of being attacked, notwithstanding that the timber concerned may have been inspected and passed as fit for use.

**L.2.8** Timber not specified to be wrought shall be as from the solid and full to the nominal dimensions stated. No undersized shall be permitted but oversize to the following tolerance may be allowed

1) 1.5mm oversize on dimensions up to 25mm

2) 3mm oversize on dimensions up to 50mm

3) 6mm oversize on dimensions over 50mm

Where "Nominal" dimensions are stated for wrot timber a tolerance of 3mm shall be allowed for such wrot face. Before putting in hand any joinery work, whether built in or fixed later the joiner is to ascertain and check on site all dimensions which affect or govern the joinery work.

**L.2.9** All joiner's work shall be wrot unless otherwise specified.

**L.2.10** Only timbers specified in these Bills of Quantities are to be used for the works, unless alternatives are authorised by the supervising officer.

**L.3. WORKMANSHIP**

**L.3.1** Include for priming the backs of frames in contact with concrete, plaster, brickwork or masonry, also for touching up priming during progress of work.

**L.3.2** Ends of timbers required to be built into walls shall have 12mm space between same and walling.

**L.3.3** The Contractor is to clear up and destroy or remove all cut ends, shavings and other wood waste from all parts of the building and the site generally as the work progresses and upon conclusion of the works.

**L.3.4** Ends of timber built into walls shall be thoroughly brush treated with creosote or other approved preservatives and clean air space maintained around the timbers where they adjoin the walls.

**L.3.5** Joints must be made as specified or detailed and the execution of all jointing shall be to the satisfaction of the Employer. All connections exposed to weather are to be thickly primed except where gluing is specified. Surfaces are to be in good contact over the whole area of the joint before fastenings are applied.

**M. JOINERY**

**M.1.GENERAL**

**M.1.1** Moisture content at the time of manufacture shall not exceed 13% for external components and 10% for internal components.

**M.1.2** Softwood species to be selected wrot podo or wrot cypress.

**M.1.3** Hardwood species to be prime grade Mvule or other approved hardwood.

**M.2. WORKMANSHIP**

**M.2.1** All joinery shall be accurately set out on boards to full size for the information and guidance of artisans with all joints, ironwork and other works connected therewith fully delineated. This setting out shall be submitted to the Employer and approved before the work is commenced.

**M.2.2** All joinery shall be executed with workmanship of the best quality in accordance with the detailed drawings.

**M.2.3** All framed work shall be cut, properly tenoned, shouldered etc., and framed together as soon after the commencement of the building as is practicable but shall not be wedged up until the building is ready for fixing the same and any portions that warp, wind, develop shakes or other defects shall be replaced with new. As soon as required for fixing in the building the framing shall be glued together and properly wedged or pinned, etc., as directed.

**M.2.4** All plugs described as fixing for joinery etc., shall be approved plugs such as rawlplugs or philplugs set into holes drilled in masonry in accordance with the manufacturer's instructions. No wooden plugs are to be used.

**M.2.5** Any fixed joinery which is liable to become bruised or damaged in any way shall be properly cased and protected by the Contractor until the completion of the works.

**M.2.6** Before putting in hand any joinery work, whether to be built in with the carcass or fixed later, the joiner is to ascertain and check all dimensions on the site which affect or govern joinery work.

**M.2.7** All wrot timber dimensions given in the Bills of Quantities are finished sizes unless otherwise stated.

**M.2.8** Should any of the joinery shrink, warp, wind or develop any other defects within the maintenance period specified in the Contract the same shall be removed and new fixed in its place together with all other work which may be affected thereby all at the Contractor's expense.

**M.2.9** Reasonable tolerance shall be provided at all connections between joinery works and the building carcass, so that any irregularities, settlement or other movements shall be adequately allowed for.

**M.2.10** The arrangement, jointing and fixing of all joinery shall be such that shrinkage in any part and in any direction shall be compensated for and not impair the strength or appearance of the work or cause damage to adjacent structures.

**M.2.10** All pencil marks are to be removed before oiling or varnishing joinery work. Leave all joinery work perfect and clean without nail holes; clean up all waste and protect finished work from staining or damage.

**M.3. IRONMONGERY**

**M.3.1** The Contractor is to check consignment of ironmongery upon receipt and store them in safe keeping until required for fixing.

**M.3.2** All ironmongery shall be fitted and fixed in accordance with the manufacturer's instructions. Rates for fixing are to include for all cutting, sinking, boring, mortising and fitting in hardwood or softwood and for supplying all necessary and matching screws. Rate for door furniture shall also include for fixing before painting, removal during painting operations and afterwards fixing and for labelling all keys with door references and handing to the Employer upon completion.

**M.3.3** All locks, springs and other items of ironmongery with movable parts shall be properly tested, oiled, cleaned and adjusted where necessary and left in perfect working order upon completion of the works by the Contractor who shall include for this in his prices for fixing.

**M.3.4** The Contractor's price, whether for new or repaired locks, is deemed to include for two keys to be handed over to the Client for each lock. Each set of two keys is to be attached to a spring metal key ring, with a plastic name tag attached and clearly labelled with the door or room identification.

**M.3.5** All door ironmongery not requiring replacement is to be checked and adjusted, and all moving parts lubricated. Faulty or weak springs are to be replaced at no extra cost to the Contract.

**P. METAL WORK**

**P.1.GENERAL**

**P.1.1** All materials shall be of the best of their respective kinds and conform at least to the relevant BS where such exists. All work shall be carried out strictly as directed and approved by the Employer before fixing.

**P.2.MATERIALS**

**P.2.1** Welding shall comply with the provisions of B.S.538

**P.2.2** Mild steel shall be of approved manufacture complying with the requirements of B.S.15 welding to comply with the requirements of B.S.538, 938 and 1856. Screws, bolts, washers, etc. to comply with the requirements of B.S.916 and 294.

**P.2.3** Galvanised steel sheet shall be approved manufacture, free from all defects and shall hold to the gauge specified. Galvanising shall be to B.S.729 part 7.

**P.2.4** All bolts to be the best screw bolts with hexagonal heads and nuts and round washers. Set screws to be similar but with circular flat slotted head for screwing or with round countersunk slotted head similar to a wood screw, the threaded end suitable for screwing into tapped steel to the required depth.

**P.2.5** Aluminium sheet shall comply with the requirements of BS 270 and be suitable for the purpose required. Extruded aluminium sections shall be obtained from an approved source and be equal to samples to be submitted to and approved by the Employer. The surface finish shall be as specified.

**P.2.6** Provide 25mm wide 24-gauge hoop iron reinforcement and anchors to be laid where specified under masonry and anchored in ring beams.

**P.3. WORKMANSHIP**

**P.3.1** Prices for all welded work shall include for preparing, welding and grinding to a smooth finish.

**S. FLOOR AND WALL FINISHES**

**S.1.GENERAL**

**S.1.1** The contractor is to include for any scaffolding, ladders and cradles which may be required for working at any height.

**S.1.2** The Contractor is to include for any additional material required to make up for irregularities in the substrate.

**S.1.3** Unless otherwise instructed, vee-joints will be formed in the plaster at the junction of dissimilar backgrounds, or at expansion joints.

**S.1.4** Around door and window openings and where irregular movement cracks occur, include for metal lathing, not less than 300mm wide, fixed along both edges, for the whole length of the crack or weakened area.

**S.1.5** Prepare a specimen panel of not less than 6m2 of each mix and surface finish of plastering and rendering to be used in the work. Do not proceed with the work until specimen panels have been approved by the Employer.

**S.1.6** All surfaces to be plastered or rendered shall be brushed clean and be well wetted before plaster is applied. All plaster and rendering shall be kept continuously damp for seven days after application. All arises shall be finished true and slightly rounded except where otherwise stated, and shall be run at the same time as the adjoining plaster. No partially or wholly set plaster or rendering will be allowed to be used or remixed.

**S.2. MATERIALS**

**S.2.7** Samples of all materials and each completed finish in situ will be submitted to the Employer for approval before work commences, and when required, on not more than three occasions at no extra cost to the Contract, during the course of the work.

**S.2.8** All sand shall be hard, clean durable and free from contaminants. In case of sand being considered unsuitable, the general standard will be required to the relevant BS 1198-1200 "Building Sands".

**S.2.9** Ordinary Portland cement to BS 12, delivered to site in sealed bags marked with the approved manufacture's name.

**S.2.10** Waterproofing agents, bonding agents or plasticisers may only be used with the permission of the Employer.

**S.2.11** Steel lathing for plaster shall be to BS 1369, plain expanded unless otherwise specified or directed by the Employer weighing not less than 1.6kg/m and finished with black bitumen solution. The span of the mesh must not exceed 15mm and the width must not be less than 5mm.

**S.3. WORKMANSHIP**

**S.3.1** Base course: cement-sand screed 1:3, not less than 20mm thick, followed by topping not less than 5mm thick.

**S.3.2** Lay concrete screed in bays of not more than 10m2. Allow at least 24 hours between placing adjacent bays.

**S.3.3** Compact material thoroughly to full depth. Do not bring excessive laitance to the surface, and remove any which appears. Do not wet surface.

**S.3.4** Finish surface of screed to receive thin sheet or tile finish smooth with a steel hand trowel.

**S.3.5** Do not wet the surface or sprinkle with cement. Repeat trowelling process at least three times within ten hours of laying.

**S.3.6** After laying, protect surfaces from wind draughts and strong sunlight, keep constantly damp for not less than 7 days mop up and scrub with a fibre brush and clean water. Allow to dry.

**S.0.7** Masonry substrates shall be raked out; concrete substrates hacked, unless the application of a bonding agent is approved by the Employer.

**S.0.8** Backgrounds shall be cleaned by removing any efflorescence, laitance, dirt and loose material by brush.

**S.0.9** Existing adjacent finishes will be protected from droppings or staining. Any contamination of other finished work or adjacent surfaces is to be cleaned immediately.

**S.0.10** The Contractor shall cut out and make good all cracks, blisters and other defects and leave the whole of the plastering and rendering perfect at completion. When making good defects the plaster shall be cut out to a rectangular shape with edges undercut, to form dovetailed keys and all finishes flush with the face of the surrounding plaster.

**S.0.11** Sand: proportions of mixes are for dry mix. Allow for expansion of moist sand in mixes. Saturated materials are not to be used.

**S.0.12** All batches to be made using gauge boxes, excess materials to be struck off with an edge. Batching of mixes with shovels will not be allowed.

**S.0.13** No finishes to be applied from mixes whose initial set has taken place.

**U. PAINTING AND DECORATING**

**U.1.GENERAL**

**U.1.1** The Contractor will be required to paint a specimen panel of 5m2 and obtain the approval of the Employer before proceeding with the work.

**U.1.2** The whole of the work shall be executed to the entire satisfaction of the Employer and all work rejected is to be re-executed by the Contractor at his own expense. Subject to the foregoing, the method of application shall be by brush, unless otherwise described.

**U.2. MATERIALS**

U.2.1 All paints shall be first grade and shall be applied strictly in accordance with the manufacture's specification. Notwithstanding the foregoing, thinning of paint will only be permitted with the written authorisation of the Employer. Swamps and drains shall not be used for the disposal of waste or dirty water.

**U.2.2** Any deviation from the materials and brands specified must be approved in writing by the Employer to whom application must be made before decoration starts.

**U.2.3** All paints used should be obtained from one of the following manufacturers after obtaining the Employer's approval and of the product specification herein after described. All primers, undercoats, finishing coats and thinners to be applied to any surface shall be supplied from the same manufacturer.

a) Robbialac

b) Crown paints

c) Delux paints

d) Sadolins

**U.3. WORKMANSHIP**

**U.3.1** Before the painting or decorating is started the Contractor shall arrange that all other trades have been completed and other tradesmen removed from the vicinity of the area to be painted. All plaster, mortar, oil or stains of any kind shall be removed by the Contractor from work to be decorated before painting commences. The Contractor shall make good after other trades have carried out maintenance work. In cases where the defective work is carried out by or is the responsibility of another Contractor or his Sub Contractors, the Employer will make arrangement for payment with the party concerned. Where cracks have been made good, apply two coats to the new filling and one coat to the whole wall in which the crack has appeared.

**U.3.2** Store materials in a clean, dry area protected from extremes of heat. Store inflammable materials in a lockable, well ventilated store, separated from other combustible material and any risk of sparks or naked flames.

**U.3.3** Clean surfaces to ensure that mortar and plaster splashes and loose and flaking material are removed. Remove surface salts with a coarse dry cloth and leave for 48 hours. Repeat process as necessary until efflorescence ceases.

**U.3.4** All ironmongery already fixed is to be removed before painting doors and refixed on completion of the finishing coat. If any paint should get on to ironmongery, it must be removed with chemical solvents and not scratched off.

**U.3.5** All materials shall be delivered on site intact in the original containers and shall be mixed and applied strictly in accordance with the manufacture's printed instructions. No addition or dilution will be allowed to be made locally without the express permission of the Employer.

**U.3.6** The priming undercoats, and finishing coats shall each be of differing tints, the priming and undercoats shall be the correct brands and tints to suit the respective finishing coats, in accordance with the manufacturer's instructions. All finishing coats shall be of the colour and type specified by the Employer.

**U.3.7** The Contractor will be required to paint trial panels and will be required to adjust tints as necessary.

**U.3.8** Plastered and rendered surface to the decorated shall be allowed to dry for a minimum of two weeks before decoration commences.

**U.3.9** Plaster finished with a steel float and fair face concrete surface shall be well rubbed down, filled and made good as necessary and thoroughly cleaned down immediately before decoration is applied.

**U.3.10** Plaster finished with a wood float or other rough textured surface of a similar nature shall be made good as necessary and brushed clean immediately before decoration is applied.

**U.3.11** Woodwork to be painted shall be well rubbed down. All knots shall be covered with good knotting compound before priming and all defects shall be filled with hard stopping after priming. Plywood shall be brush filled over the entire surface.

**U.3.11** Unprimed steelwork shall be primed with a red lead primer.

**U.3.13** Woodwork shall be primed with an approved wood primer.

**U.3.2** The numbers of coats stated in the descriptions in these bills of Quantities shall be applied in addition to any primers, stoppers, fillers, sealers, knotting, etc., required. The Contractor's prices shall be deemed to include for supplying and applying all such preparatory materials as may be required by the standard specification as recommended by the manufacturer of the finishing coat for the particular surface to be covered. The Contractor's prices shall further include for all other preparatory works needed. Unless otherwise described prices for painting surfaces of woodwork and metalwork shall include for painting internally and externally.

**W. EXTERNAL WORKS**

**W.1.GENERALLY**

**W.1.1** The specification in other sections of this document shall apply to external works in addition to the following clauses.

**W.2. MATERIALS**

**W.2.1** Murram for backfill shall be well graded laterite generally conforming to MOW specification for road materials for base and sub-base as appropriate.

**W.3. WORKMANSHIP**

**W.3.1** The Contractor is to include for all setting out.

**W.3.2** The Contractor is to ensure that all earthworks are carried out at optimum moisture content and provide suitable compaction to achieve 95% of the maximum dry density obtained in the BS standard compaction test.

**W.3.3** Where lime or cement is to be mixed with the base or sub-base the proportion shall be 5% by weight unless otherwise specified. Calculations shall be submitted to the Employer before mixing showing quantity to be used for any area to be prepared.

**E. WINDOWS AND DOORS**

**E.1** Provide and erect 1800x800mm steel casement door fabricated from 38x38x3mm steel section frames and 1.2mm thick steel sheet metal complete with metal door frame and ironmongery well fabricated to suit and primed before fitting in place and painted in two finishing coats grey (see drawings)

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| --- | --- |
| Signed: |  |
| Print name:  |  | Position: |  |
| Company Name: |  | Date: |  |
| Address: |  |

**Appendix 2B. Combined Drawings for Drainable VIP Latrines**

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**Appendix 3A & 3B. Financial Offer/BOQ**

By submitting this offer, I confirm that all data subjects have specifically consented to the use and storage of their data by GOAL for the purpose of analysing the offers and awarding a contract under this tender; and further understood 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.

**Please refer to the Excel spreadsheet attached to facilitate the calculation of the BoQs.**

|  |  |
| --- | --- |
| Signed: |  |
| Print name:  |  | Position: |  |
| Company Name: |  | Date: |  |
| Address: |  |

**Appendix 4. WORKPLAN/METHODOLOGY**

1. Workplan

Present a timeline workplan (block diagram) detailing the chronological layout of each component of the construction, and how long approximately it will take to complete each stage. There may be overlapping tasks – please be as clear as possible. This shall be submitted as an excel, word or Microsoft Office project document. Bidders are expected to use their technical experience and reference to the technical specification. Please detail any deviations or improvements with justification to the specifications reflected in the TOR.

2. Methodology

This is a descriptive summary on how the bidder intends to achieve the various construction stages of the project. Explain the work plan and confirm that you are working to the specifications detailed in the TOR - Appendix 4. Please detail any deviations or improvements with justification to the specifications reflected in the TOR.

|  |  |
| --- | --- |
| Signed: |  |
| Print name:  |  | Position: |  |
| Company Name: |  | Date: |  |
| Address: |  |

**Appendix 5 - GOAL terms and conditions**

**TERMS AND CONDITIONS FOR CONTRACTS FOR WORKS**

1. SCOPE AND APPLICABILITY

These Terms and Conditions for Contracts for Procurement of Goods apply to all deliveries of goods made to GOAL notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from the Supplier. 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.

1. LEGAL STATUS

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

1. SUB-CONTRACTING

In the event the Supplier requires the services of a sub-contractor, the Supplier shall obtain the prior written approval of GOAL 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 omissions of such sub-contractors and suppliers. The approval of GOAL of a sub-contractor shall not relieve the Supplier of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

1. OBLIGATIONS

The Supplier shall neither seek nor accept instructions relating to this contract from any authority external to GOAL. Suppliers 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 ofGOAL: nor shall Suppliers at any time use such information to private advantage. These obligations do not lapse upon termination/expiration of their agreement with GOAL.

1. ACCEPTANCE AND ACKNOWLEDGEMENT

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

1. WARRANTY

The Supplier warrants upon delivery and for a period of twelve (12) months from the date of delivery that goods purchased under this Contract will conform in all material aspects to the applicable manufacturer's specifications, government or international standard or contractually agreed standard for such goods 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 Supplier.

1. CHECKS AND AUDIT

The Supplier 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 Supplier shall ensure that on-the-spot access is available at all reasonable times. The Supplier 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 Supplier 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 Supplier 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 Supplier must inform GOAL of their precise location.

The Supplier guarantees that the rights of any external auditor authorised by 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 Supplier's partners, and subcontractors. Where a partner or subcontractor is an international organisation, any verification agreement concluded between such organisation and the donor applies.

1. 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 Supplier 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 Supplier and is not obliged to make any further payments to the Supplier.

1. INSPECTION & TESTING

The duly accredited representatives of GOAL or the donor shall have the right to inspect/test the goods called for under this Contract at Supplier’s stores, during manufacture, in the ports or places of shipment, and the Supplier shall facilitate such inspections. 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 Supplier, such as warranty or specifications.

1. LICENCE

The Contract is subject to the obtaining or holding of any license or other governmental authorisation that may be required. It shall be the responsibility of the Supplier to obtain such license or authorisation. GOAL may, at its discretion, use its best endeavours to assist.

1. 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, extreme weather events, 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 Supplier shall give notice and full particulars in writing to GOAL 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 Contract. The Supplier 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 Supplier 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 Supplierrecognizes that the work and services 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.

1. DEFAULT

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

1. REJECTION

In the case of goods purchased on the basis of specifications or samples or both, GOAL shall have the right to reject the goods or any part thereof if they do not conform with the specifications of the Contract in the opinion of GOAL or is not delivered in due time.

GOAL shall have the right to reject the goods in the event that the packing is not in accordance with the terms of the Contract.

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

Goods or any part thereof in GOAL's possession which have been rejected by GOAL must be removed at the Supplier's expense within such period as GOAL may specify in its notice of rejection.

After such notice has been dispatched to the Supplier, the goods or any part thereof will be held at the latter's risk. Should the Supplier fail to remove the goods as required by the notice of rejection, GOAL may dispose of them, without any liability to the Supplier whatsoever, in such manner as it deems fit

1. AMENDMENTS

No change in or modification of this Contract shall be made except by prior agreement between the Responsible Buyer in GOAL in Ireland and the Supplier.

1. ASSIGNMENTS & INSOLVENCY

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

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

1. PAYMENT

The Supplier shall invoice GOAL and the terms of payment shall be thirty (30) working days after presentation of a legal invoice and signed waybill or other documents showing delivery has been made.

1. 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.

1. DATA PROTECTION

The Supplier 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 18 will have the meaning set out in the Data Protection Legislation as defined above.

1. 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.

1. 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.

1. USE OF NAME, EMBLEM OR OFFICIAL SEAL

Unless authorised in writing by GOAL, the Supplier shall not advertise or otherwise make public the fact that he is a Supplier 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

1. LIQUIDATED DAMAGES

Late delivery, or dispatch outside the agreed shipping schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 1 percent of the Contract value per day or part thereof. The assessment will not exceed 10 percent of the contract value. GOAL 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 GOAL, including cancellation, for the Supplier’s non-performance, breach or violation of any term or condition of the Contract.

Acceptance of goods delivered late shall not be deemed a waiver of GOAL’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.

1. ANTI-BRIBERY/CORRUPTION

The Supplier 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 Supplier 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 Supplier in association with the execution of this contract if the Supplier is approached by a GOAL member of staff for a payment, commission, ‘kickback’ or associated payment or any other advantage of any kind, and 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 Supplier to a GOAL member of staff to the GOAL Country Director shall result in the immediate termination of any contract and may result in the disqualification of the supplier from participation in future contracts with GOAL.

This contract shall be automatically terminated, and the Supplier 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

1. 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 GOAL to terminate this Contract immediately upon notice to the Supplier, at no cost to GOAL.

1. ETHICAL PROCUREMENT

The Supplier represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the following code of conduct for suppliers: 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 Supplier, at no cost to GOAL. Suppliers must adhere to the principles of humanitarian aid.

1. 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.

1. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by GOAL 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 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.

1. TITLE RIGHTS

GOAL shall be entitled to all intellectual 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 Supplier. At the request of GOAL, the Supplier 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 Supplier. Such equipment, when returned to GOAL, shall be in the same condition as when delivered to the Supplier, subject to normal wear and tear.

1. PACKING

The Supplier shall pack the 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 Supplier shall be responsible for any damage or loss that can be shown to have resulted from faulty or inadequate packing.

1. SHIPMENT AND DELIVERY

All goods shall be delivered to the agreed place of delivery as stated in the Contract, at the Supplier's risk of loss of or damage to the goods until delivery, unless otherwise provided for in the Contract.

1. INSURANCE

The Supplier 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 supplier shall, upon request, furnish proof to the satisfaction of the GOAL, of such liability insurance. The supplier shall further provide such health and medical insurance for its agents and employees, as the supplier may consider advisable. The service provider will in all cases ensure they have third party liability cover for the duration of the contract.

1. 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 five days in the case of contracts (including purchase orders) with a total period of less than two months or fourteen 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 Supplier shall be compensated only for the actual supplies delivered to the satisfaction of GOAL. Additional costs incurred by GOAL resulting from the termination of the Contract by the Supplier may be withheld from any amount otherwise due to the Supplier from GOAL.

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.

1. OVERRIDING CLAUSE

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

1. WITHHOLDING TAX

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

1. 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.

1. 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 Supplier at his expense and deposited with GOAL before the start of the Contract. In the event of any loss, damage and/or extra costs incurred by GOAL by reason of the Supplier'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 Supplier 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 date of arrival at destination of the last specified delivery.

1. ENVIRONMENTAL STANDARDS

Suppliers 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
* Sourcing and origin of raw materials
* Supply chain transparency
1. 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. Suppliers 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 labour 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 Supplier 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 Supplier is expected to be familiar with the terms of the UK Modern-Slavery Act 2015, and to abide by the conditions of that Ac

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STAMP OF SUPPLIER:**