

SD-KH-00263



Action Against Hunger Sudan Mission

Port Sudan, 2nd January 2024
Attention: Logistics Department

Our reference:

SD-KH-00263

**SUBJECT: INVITATION TO TENDER FOR VEHICLE RENTAL IN BLUE NILE AND
WHITE NILE**

Dear Mr/Ms

Following your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier.

Any request for clarification must be received by Action Against Hunger in writing at least three (3) days before the deadline for submission of tenders. Action Against Hunger will reply to bidders' questions at least three (3) days before the deadline for submission of tenders.

Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender at the address specified in the Instructions to Bidders so as to be received on or before Thursday 25th January 2024, as stated in the procurement notice.

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

Tender committee



Call for Tender for Vehicle Rental in White Nile and Blue Nile Regions, Sudan

Publication reference:
SD-KH-00263

2nd January 2024

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A - INSTRUCTIONS TO BIDDERS

In submitting a tender, the bidder accepts in full and without restriction the special and general conditions governing this tender as the sole basis of this tendering procedure. The bidder accepts Action Against Hunger General Terms and Conditions of Purchase by default, or will include its own Sales conditions in its offer.

If the bidder wishes to point out restrictions to Action Against Hunger Purchase Terms and Conditions, such reservations should be clearly explained in a letter included in the offer.

Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

1. Preamble

Action Against Hunger tackles the causes and effects of hunger and diseases that threaten the lives of vulnerable children, women and men. Established in France in 1979, Action Against Hunger are a nongovernmental, non-political, non-religious, non-profit organisation.

Action Against Hunger opened a mission in Sudan since 2018, to combat malnutrition, its causes and its harmful effects.

2. Purpose of the Call for Tenders

The objective of this call for tenders is to solicit competitive bids for the rental of vehicles in White Nile and Blue Nile and to sign a Framework Agreement for 12 months renewable depending on the availability of the amount of the Framework Agreement, divided in 02 lots.

The purpose of this call for tenders is to select reliable suppliers and equipment that meet the needs of Action Against Hunger.

The total quantities in this invitation to tender are estimates and can in no way be considered as a firm commitment on the part of Action Contre la Faim.

Each delivery will be triggered by the issuance of a written Purchase Order by Action Contre la Faim and will be subject to the conditions detailed in this document.

The technical specifications of the Vehicles required by Action Contre la Faim are described in Appendix 01.

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Lot #	Lot Name
1	Vehicle rental for White Nile
2	Vehicle rental for Blue Nile

A detailed description of the goods and services required by Action Against Hunger International is contained in the technical specifications (see APPENDIX A – Technical specifications).

3. Call for Tenders Schedule:

	DATE	TIME*
Deadline for request for any clarifications from Action Against Hunger	07/01/2024	4:00pm
Last date on which clarifications are issued by Action Against Hunger	15/01/2024	4:00pm
Deadline for submission of tenders (receiving date, not sending date)	25/01/2024	4:00pm
Tender opening session by Action Against Hunger	28/01/2024	11:00am
Notification of award to the successful tenderer	11/02/2024	11:00am
Signature of the framework agreement	20/02/2024	

* All times are in the local time of Sudan

Please note all dates are provisional dates and Action Against Hunger reserves the right to modify this schedule.

Please note Action Against Hunger reserves the right to pre-select some of the received offers, based upon the criteria listed in article 14 of the present document, to enter into a competitive dialogue with the shortlisted companies.

4. Questions and Clarifications

If Action Against Hunger, either on its own initiative or in response to a request from a prospective bidder, provides additional information on the tender dossier, such information will be communicated simultaneously in writing to all the bidders.

Bidders may submit questions in writing to the following addresses, ideally by email, or by post mail, up to seven (7) calendar days before the deadline for submission of tenders, specifying the publication reference and the Tender title:

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Contact name
Address
E-mail

Any prospective tenderer seeking to arrange individual meetings with Action Against Hunger during the tender period may be excluded from the tender procedure.

5. Clarification meeting

No clarification meeting

6. Eligibility

Participation in tendering is open on equal terms to any natural and legal persons or company. However, to comply with some of Action Against Hunger's donors' rules, participants must clearly indicate their company's nationality and origin of the proposed goods.

7. Instructions to submit an Offer.

7.1 - Response Format

The tender shall consist of one original paper copy placed in a sealed non-identifiable envelope, with the words “**not to be opened before the tender opening session**” written in English.

This sealed non-identifiable envelope shall be titled:

- **INVITATION TO TENDER FOR VEHICLE RENTAL IN BLUE NILE AND WHITE NILE**
- **SD-KH00263 (purchase dossier reference)**

The tenders shall be sent by registered mail, by private courier service or personal delivery against receipt to the following address:

Action Against Hunger – Port Sudan office, Block 12# , building 14# , Dem Madina

Action Against Hunger – White Nile office,

Action Against Hunger - Blue Nile office - Building #43 , Block#15, Aldaraja North, Damazin,

So that it is received no later than 25/01/2024 at 16h00 (Port Sudan time).

An electronic version of the offer (USB key) will be much appreciated.

Offers can potentially be submitted by email.
In such case, the same reference shall be used as the email title.
Offers should be sent to:

Hani Mohamed Mahmoud
Logistics Coordinator
procurement-sd@sd.acfspain.org

Within the same deadline as offers submitted in hard (paper) copies.

Whichever format is chosen, offers must be received by Action Against Hunger no later than the deadline of submission.

NB: Late proposals will not be accepted, and will be returned to the Proponent or discarded. Also, all proposals will be irrevocable after the Call for Tenders closing date

7.2 - Content of Tenders

The Tenderer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this request for proposal. The proposal shall include, as a minimum:

- 1) "Supplier Questionnaire" duly completed. This questionnaire should be completed with all required information such as:
 - a) Proof of Company Registration in Sudan/Proof of ownership of vehicle for individual
 - b) Copy of Insurance policy (legal liability at a minimum).
 - c) The details of the names, address and contact telephone of three (3) clients for whom the same type of services was provided in various and disperse geographic locations. Action Against Hunger reserves the right to contact these references, without notifying the Tenderer.
- 2) "Pricing Matrix" or detailed Price offer with explanatory notes, if necessary, Note that only budgets in SDG/US Dollar will be accepted. **Action Against Hunger will use the official bank rate when calculating costs. Additionally, potential suppliers are required to submit a "Pricing Matrix" or detailed Price offer with explanatory notes, if necessary.**
- 3) "The Declaration of compliance and commitment to respect Action Against Hunger Good Business Regulations" filled and signed by the duly authorised person.
- 4) "Statement of integrity" filled and signed by the duly authorised person.

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- 5) Action Against Hunger Terms and Conditions of Purchase (signed and approved by supplier)
- 6) If applicable, a letter specifying differences between the Supplier Sales conditions and Action Against Hunger General Purchase Conditions.
- 7) "Technical Offer" completed in details with the products / services that the participant offers to answer to Action Against Hunger needs.

Failure to provide all of the above and in the formats stipulated may result in disqualification of the Tenderer's proposal.

8. Call for Tender Process

Action Against Hunger reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous. Action Against Hunger does not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Call for Tenders closing date.

Action Against Hunger reserves the right to select a shortlist of pre-selected suppliers, based on the criteria announced in paragraph 14 of the present document. Further discussions and competitive dialogue may then be conducted with the pre-selected suppliers.

9. Period of validity

Suppliers shall be bound by their tenders for a period of sixty (60) days minimum from the deadline for submission of tenders.

However, the Prices and conditions defined in the framework agreement signed with the selected supplier will be valid for one (1) year after framework agreement signature.

10. Currency of tenders

Tenders must be presented in SDG/USD, VAT included. **Action Against Hunger will use the official bank rate when calculating costs. Additionally, potential suppliers are required to submit a "Pricing Matrix" or detailed Price offer with explanatory notes, if necessary. It is important to note that only budgets in SDG/US Dollar will be accepted.**

11. Language of offers and procedure

The offers, all correspondence and documents related to the tender exchanged by the bidder and Action Against Hunger must be written in English.

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Supporting documents and printed literature that the bidder provides may be in another language, provided they are accompanied by an accurate translation into English.

For the purposes of interpretation of the tender, the version English will prevail.

12. Alteration or withdrawal of tenders

Bidders may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 3. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

13. Costs of preparing tenders

All costs incurred by the bidder in preparing and submitting the tender are not reimbursable. All such costs will be borne by the bidder.

14. Opening, evaluation of tenders and selection criteria

The opening and examination of tenders is for the purpose of checking whether the tenders are complete and whether the tenders are generally in order.

The subsequent evaluation of the tenders shall be carried out in Port Sudan by an Evaluation Committee made up of representatives of Action Against Hunger.

Tenders will be evaluated on the criteria listed below:

- Ability to meet the requirements of the Call for tenders
- Compliance with Action Against Hunger terms and conditions
- Technically substantially
- Total price/cost submission

In the interests of transparency and equal treatment and without being able to modify their tenders, bidders may be required, at the sole written request of the evaluation committee, to provide clarifications within 48 hours. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting performance of the framework agreement or distorting competition.

Any attempt by a bidder to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence Action Against Hunger in its decision concerning the award of the framework agreement will result in the immediate rejection of his tender. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

15. Notification award and framework agreement signature

The successful bidder will be informed in writing that its tender has been accepted (notification of award). Action Against Hunger will send the signed purchase documents in two original copies to the successful bidder.

Within ten (10) working days following the reception, the successful tenderer will sign, date and send back the framework agreement. The successful tenderer will have to communicate the number and exact references of the bank account where the payments will be executed.

If the successful tenderer fails to sign and send back the framework agreement within ten (10) working days, Action Against Hunger can consider after notification the award as null and void.

After selection, and before signature of the framework agreement, Action Against Hunger may inspect the equipment of the selected tenderer that will be allocated for the service. Action Against Hunger reserves the right to de-select the tenderer if the capacity is deemed not to be adequate or compatible with that stated in the tender dossier.

The unsuccessful tenderer will be informed in written shortly after the award.

16. Ownership of tenders

Action Against Hunger retains ownership of all tenders received under this tender procedure. Consequently, bidders have no right to have their tenders returned to them.

17. Framework Agreement

The framework agreement that will be concluded between the successful tenderer and Action Against Hunger is done according to Action Against Hunger Standard Framework Agreement.

The framework agreement will be based by order of preference on the following elements:

- Terms and requirements as defined in the present Tender dossier
- Action Against Hunger Terms and Conditions attached in Appendix 07 for additional elements not covered in the Tender Dossier
- The selected supplier's offer
- Specific conditions that differ from the above, offered by the supplier and explicitly accepted by Action Against Hunger

18. Cancellation of the tender procedure

In the event of a tender procedure's cancellation, bidders will be notified by Action Against Hunger.

If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

1. The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
2. The economic or technical parameters of the project have been fundamentally altered;
3. Exceptional circumstances or *force majeure* render normal performance of the project impossible;
4. All technically compliant tenders exceed the financial resources available;
5. There have been irregularities in the procedure, in particular where these have prevented fair competition.

Under no circumstances will Action Against Hunger be liable for damages, whatever their nature (in particular damages for loss of profits) or relation with the cancellation of a tender, even if Action Against Hunger has been warned of the possibility of damages.

The publication of a procurement notice does not commit Action Against Hunger to implement the announced programme or project.

19. Ethics

Action Against Hunger pays very careful attention to working with companies that commit to respect basic Ethics Rules.

The tenderers have to read and understand the Good Business Regulations as defined by Action Against Hunger and introduced in the Appendix 05 of this tender dossier. The tenderers will have to fill and sign the Appendix 06: The *Statement of integrity*.

B – TECHNICAL and COMMERCIAL SPECIFICATIONS

20. Technical description of the Goods / Services

The subject of the call for tender is the vehicle rental for Blue Nile and White Nile Regions in Sudan. The technical specifications are detailed in Annex 01: Technical Specifications of this tender dossier. **The vehicles will be used for transportation within the city as well as in other locations within the state, including all localities of White Nile and Blue Nile state.**

All supplied and services will have to be compliant with international and national standards and norms, and to be adapted to the extreme conditions they will be used in White Nile and Blue Nile.

20.1 Description of the vehicle rental

- Each vehicle provided will be driven by an experienced driver in good physical and mental health.
- The rented vehicle must be in perfect working order.
- Windows and doors that close.
- Functional seat belts.
- Internal and external cleanliness is mandatory.
- Two spare wheels, a kit of 1st aid bandages, towing cable or 20-metre tow rope, starter cable, wheel key, triangle, key case is required for each rental vehicle.

20.2 Driver of vehicle(s)

The supplier will appoint one driver per vehicle. This driver is fully supported by the supplier in all missions with Action against Hunger (remuneration, accommodation, catering, etc.).

Drivers must meet the following conditions:

- Driving licence for at least three (3) years
- Minimum experience of one (1) year as a professional driver
- The choice of driver is subject to validation by Action contre la Faim following a driving test. The test will be carried out once for each driver on their 1st day of work.
- The driver will be subject to strict compliance with the rules, principles, policies and procedures of Action contre la Faim.

The driver is an employee of the supplier and remains under its exclusive responsibility.

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The supplier therefore commits himself in the name of his driver and undertakes to hire him legally and to pay him honestly.

The supplier also guarantees that the driver is covered by an appropriate and sufficient insurance policy.

The supplier shall reimburse any damage, accident or loss caused by the misconduct of the driver.

Only the driver provided by the Owner will be permitted to drive the vehicle.

Drivers must be available to work at all times of the day and week according to the work schedule, at no additional cost to those set out in the pricing matrix.

The drivers must be available to work throughout Niger, in particular in accordance with the rental requirements established by Action Contre la Faim.

It is the responsibility of the provider to insure the drivers and to take care of their health. It is also the responsibility of the provider to provide drivers with the necessary measures to prevent Covid-19 or any other disease. Action Against Hunger is not responsible for any damage the driver may suffer, the safety and well-being of the drivers is that of the provider. In case of car accident, natural disaster, explosion or war, it will be the supplier who will take care of the safety and health of the driver and his vehicle, the police formalities.

The driver is responsible for the vehicle. The driver must refuse any instruction that could compromise his safety, that of the passengers or that of the vehicle. Consequently, Action contre la Faim will not accept any claim relating to misuse of the vehicle.

20.2 Lots

The interested suppliers are required to bid by lots:

Lot #	Lot Name
1	Vehicle rental for White Nile, in Kosti including other localities
2	Vehicle rental for Blue Nile in Ad Damazine including other localities

Tenderers can submit an offer for one or several or all lots. Offers must clearly show what lots are included.

Offers must be submitted for the total quantity of each lot: offers submitted for a partial quantity of one lot will not be taken into consideration by Action Against Hunger.

20.3 Specific obligations and conditions of the framework agreement

The **selected Supplier** will be responsible for the costs and risks of:

- Supplying the Vehicles in accordance with the Framework Agreement.
- Take out an insurance policy sufficient to cover the vehicle, driver (if applicable), and passengers.
- Provide a copy of the insurance certificate for each vehicle hired.
- Registering the vehicles with the relevant authorities and ensuring that the vehicles have all the necessary documents in accordance with the rules and laws of Sudan.
- Maintenance and servicing of the vehicles at no additional cost to Action against Hunger.
- Third party insurance.
- Deliver the vehicle to Action against Hunger with a full tank of fuel.
- In the event that the car needs to be repaired, while the car is being repaired, the supplier will offer in return a car of equal or greater autonomy until the previous car is repaired.
- Hiring drivers with a valid driving licence and ensuring that drivers respect Action against Hungers' Rules of Good Commercial Practice.

Action against Hunger commits to:

- Not to allow any driver other than the one assigned by the supplier (and approved by Action against Hunger) to drive the vehicle.
- Inform the supplier immediately in the event of an accident or breakdown.
- Provide the necessary fuel for the duration of the rental.
- Pay road tolls.
- Pay the supplier according to the number of days the vehicle is hired.
- Replenish the fuel tank at the end of the rental period.

Action against Hunger cannot be held responsible for:

- Any material or physical damage that could result from an accident.
- Natural disasters and acts of war.
- Acts of banditry, theft of the vehicle and tools, hostage taking.
- Death of the driver.

21. Maintenance

The supplier is responsible for all repairs and maintenance of the vehicles in general. The supplier must take immediate action to maintain and repair the vehicle.

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Maintenance shall be carried out outside working days. Scheduled maintenance days must be agreed jointly.

In the event that any of the hired cars suffers damage due to accident, natural disaster, war, misuse of the car or defect in the car during the period of hire of the car, the supplier will undertake to replace the car immediately, within 24 hours at the location requested at no extra charge. The replacement car should always be with the same technical specification as the previous car and if there was no stock then a higher range would be offered at the same price.

22. Terms of delivery

22.1 Delivery

A framework rental agreement will be signed for a period of 12 months.

Action against Hunger will not be liable for any loss or damage to the Vehicles supplied during the period of performance and prior to acceptance of the Vehicles. It is therefore the responsibility of the supplier to insure the Vehicles if necessary.

The framework agreement will specify the conditions that will apply to any order that Action against Hunger wishes to issue. Each commercial transaction will therefore be confirmed by a written and signed Purchase Order issued by Action against Hunger.

Supplier Purchase Orders will systematically bear the Reference of this framework agreement.

The vehicle will be delivered with a full tank of fuel. Action against Hunger will refuel the vehicle when it is returned to the supplier.

The selected supplier will provide Action against Hunger with :

- A photocopy of the vehicle registration document for each vehicle
- A photocopy of the valid vehicle registration sticker
- A photocopy of each driver's licence (if applicable)
- Valid insurance certificate for each vehicle and passengers
- A valid roadworthiness certificate for each vehicle.
- A legal transfer of responsibility document if the vehicle does not belong to the company.

22.2 Inspection and acceptance of delivery

A representative of Action against Hunger will inspect and validate the vehicles at the time of delivery. The applicable procedure and tools will be correctly completed and applied.

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The delivery inspection will take place in the offices of Action against Hunger in White Nile and Blue Nile.

The purpose of the delivery inspection will be to assess compliance with the terms of the contract:

- Vehicle documentation and driver's licence,
- The condition of the vehicle and equipment
- The quality of the vehicle

The representatives of Action against Hunger will note any remarks or non-conformities of the Vehicles on the supplier's Delivery Note. These remarks will be used as a basis for any deductions from payment.

If the delivery inspection concludes that the delivery meets the requirements of the contract, Action against Hunger will accept the Vehicles.

23. Quality and condition of vehicles

The selected supplier certifies that the rented vehicles are in good working order and undertakes to declare in good faith any defect or problem that may affect their operation and/or be likely to endanger users.

The selected supplier will inform Action against Hunger of any internal quality policy, or any quality approach put in place.
Action against Hunger will carry out a handover inspection of each vehicle.

24. Non-conformity of delivery

In the event that the quality or condition of the Vehicles does not meet the requirements of Action against Hunger at the time of delivery inspection, then Action against Hunger reserves the right to request:

- The delivery of Vehicles in conformity with the order. They must be replaced by the supplier at the supplier's expense. This replacement will be carried out as quickly as possible, at the latest two (02) calendar days after the discovery of the non-conformity. Replaced Vehicles will also be subject to the rules set out in this framework agreement, in particular the two (02) day warranty (if applicable)
- Or the cancellation of the order and the corresponding price.

If the supplier is unable to replace the defective Vehicles within the agreed period, Action against Hunger reserves the right to demand immediate reimbursement of any advance payments, and to cancel the order, in whole or in part, if the defective Vehicles were part of a partial delivery agreed with Action against Hunger.

The supplier shall remove from the unaccepted Vehicles any marking mentioning Action against Hunger.

25. Invoicing & Payment

25.1 Invoicing

The invoice will be provided on the basis of the Supplier Purchase Order and the days actually worked per week or month.

Companies must submit a verification invoice before printing a certified invoice.

25.2 Payment

All payments will be made by bank transfer to the supplier's account or by cheque made out to the company or its officially appointed representative.

A copy of the supplier's RIB will be attached to the framework agreement and the account number must appear in the article concerning payment in this framework agreement.

All payments will be made to a single account designated in the framework agreement. An amendment to the contract must be signed to modify the payment method.

All payments will be made in SDG/USD.

Payments will be made upon receipt and acceptance of the original invoice issued by the supplier to the Action against Hunger.

The supplier undertakes to offer a fair price that is as competent as possible.

Appendixes

Appendix 01 : Technical Specifications

Appendix 02 : Supplier Questionnaire

Appendix 03: Detailed Pricing Matrix

Appendix 04: Bank Certificate

Appendix 05: Action Against Hunger's Good Business Regulations

Appendix 06: Statement of integrity

Appendix 07: Action Against Hunger Terms and Conditions

Appendix 01: TECHNICAL SPECIFICATIONS and TECHNICAL OFFER

*All rentals must be accompanied by a driver.

Specifications	Requirements of Action against Hunger
Hard Top type 4x4 (8 to 10 places)	
Status	New/Good condition
Tank	120 L or double tank
Safety kits	<ul style="list-style-type: none"> - Buffalo guard - Luggage rack - Safety triangle (2) - Functional seat belts - Functional horn - Complete jack (greased with crank handle or lever required to operate) - First-aid medical kit (first-aid box for bandages) - 20-metre pull rope - Tool kit or box - Spare wheels (2) - Sand removal plate - Debris removal plates (in rainy season) (2) - 1 or 2 kg dry powder fire extinguisher
Radios	AM/FM
Air conditioning	Good working order
Hard Top ambulance (10 to 13 seats or similar)	
Status	New/Good condition
Tank	Double tank 90 L + 90 L
Safety kits	<ul style="list-style-type: none"> - Buffalo guard - Luggage rack - Safety triangle (2) - Functional seat belts - Functional horn - Complete jack (greased with crank handle or lever required to operate) - First-aid medical kit (first-aid box for bandages) - 20-metre pull rope - Tool kit or box - Spare wheels (2) - Sand removal plate - Debris removal plates (in rainy season) (2) - 1 or 2 kg dry powder fire extinguisher
Radios	AM/FM
Air conditioning	Good working order
Pick-Up 4X4 Double Cabine 4x4 (4 places)	
Status	New/Good condition
Tank	130 L
Safety kits	<ul style="list-style-type: none"> - Safety triangle (2)

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	<ul style="list-style-type: none"> - Functional seat belts - Functional horn - Complete jack (greased with crank handle or lever needed to operate it) - First-aid medical kit (first-aid box for bandages) - 20-metre pull rope - Tool kit or box - Spare wheels (2) - Sand removal plate - Debris removal plates (in rainy season) (2) - 1 or 2 kg powder extinguisher
Radios	AM/FM
Air conditioning	Good working order
Pick up one cabine 4x4	
Status	New/Good condition
Tank	90 to 120 L
Safety kits	<ul style="list-style-type: none"> - Safety triangle (2) - Functional seat belts - Functional horn - Complete jack (greased with crank handle or lever needed to operate it) - First-aid medical kit (first-aid box for bandages) - 20-metre pull rope - Tool kit or box - Spare wheels (2) - Sand removal plate - Debris removal plates (in rainy season) (2) - 1 or 2 kg dry powder fire extinguisher
Land cruiser highlander 4X4 : diesel or petrol	
Status	New/Good condition
Tank	80 L to 120L Fuel : Diesel engine
Safety kits	<ul style="list-style-type: none"> - Safety triangle (2) - Functional seat belts - Functional horn - Complete jack (greased with crank handle or lever needed to operate it) - First-aid medical kit (first-aid box for bandages) - 20-metre pull rope - Tool kit or box - Spare wheels (2) - Working 1 or 2 kg dry powder fire extinguisher
Radios	AM/FM
Air conditioning	Good working order
Land Cruiser 4X4 type 105 (5 to 7 seats)	
Status	New/Good condition
Tank	80 L + 130 Fuel : Diesel or petrol engine
Safety kits	<ul style="list-style-type: none"> - Safety triangle (2) - Functional seat belts - Functional horn - Complete jack (greased with crank handle or lever needed to operate it) - First-aid medical kit (first-aid box for bandages)

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	<ul style="list-style-type: none">- 20-metre pull rope- Tool kit or box- Spare wheels (2)- Sand removal plate- 1 or 2 kg dry powder fire extinguisher
Radios	AM/FM
Air conditioning	Good working order

Appendix 01: Supplier Questionnaire

Company Name: To fill out by Tenderer

Publication reference: SD-KH-00263

Company Name:	
Company Address:	
Contact Name:	
Contact Position / title:	
Contact Details (Phone / Email):	

Company information :		
1-	Company registered in Sudan. Provide a copy of the registration certificate	
2-	When was the company registered?	
3-	Is your company part of an (international) group? Yes/No	If yes, specify the country of the other subsidiaries
4	Do you have other offices sites in the country? Where?	White Nile Blue Nile
5	How many employees work for your company in the country?	1 to 10 people 11 to 20 people 21 to 50 people 50 people or more
Financial information:		
6	Your company's sales figures for the last 3 years (if applicable):	
	Last year (N-1) :	2021

	Previous year (N-2):	2020
	Previous year (N-3):	2019
7	Please provide audited financial statements for at least the last 2 years?	
8	Have you provided a certificate of ownership for payment by bank account?	
9	Please provide a solvency certificate issued by your bank (see appendix 05)	
10	Do you have a tax registration certificate (VAT)? Please provide a copy of the tax registration (VAT), if applicable.	
References / Documentation		
11	Have you ever worked with Action against Hunger (year and type of vehicles/services sold)?	
12	Please provide the names and contact details of 3 clients (humanitarian NGOs) with whom you have recently worked for similar vehicles/services:	
13	Please provide the names and contact details of 3 customers (private or public companies) with whom you have recently worked to hire Vehicles / similar services.	
Technical capabilities:		
14	What is your main activity?	

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15	What other vehicles and services do you offer?	
16	Are you an authorized/certified dealer of the proposed vehicles?	
17	If the vehicle has problems, do you have a mechanic available to solve a mechanical problem immediately?	
18	Do you employ your own drivers, or do you hire them from an external company?	
Logistics/delivery capabilities:		
19	Can you deliver vehicles to White Nile and Blue Nile?	
20	What is the maximum delivery time to White Nile and Blue Nile after receipt of the Action against Hunger order form?	
Warranty and maintenance:		
21	What guarantee do you offer on the Vehicles/services provided?	Garage, mechanics
22	In the event of a car repair, will your company provide a replacement car with the same features or a superior range in less than 1 hour at no extra cost? Or what do you offer?	
Documentation:		

23	Can you provide a detailed delivery note for each delivery?	
Financial conditions :		
24	How long is your offer valid for? (Minimum 24 months):	
25	If you win the tender, will you be able to offer firm prices for 24 months?	
26	If not, what is the maximum rate of variation you are proposing for prices (no more than 5% variation per year, for example)?	
27	In what currency do you invoice your customers?	
28	Do you have a certified invoice machine?	
29	How soon do you expect payment?	
30	Number of vehicles registered in the Tenderer's name	
31	Number of vehicles registered in the name of third parties	

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32	Letter of release for vehicles registered in the name of third parties	
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Appendix 03: DETAILED PRICING MATRIX

Lot # 1: White Nile

N°	Batch description	Currency	Unit Price	Unit price incl. VAT	Unit
1	Hard Top 4x4 type 5 doors (8 to 10 seats) air-conditioned				Day
2	Hard Top 4X4 3-door ambulance (10 to 13 seats or similar) with air conditioning				Day
3	Hard Top 4X4 3-door ambulance (10 to 13 seats or similar) without air conditioning				Day
4	Pick-up 4X4 double cab 4 doors (4 seats or similar)				Day
5	Air-conditioned 4X4 double-cabin 4-door pick-up (4 seats or similar)				Day
6	Non-air-conditioned 4X4 single-purpose pick-up (2 seats)				Day
7	Land cruiser 4X4 V6 (6 seats) air-conditioned				Day
8	Highlander 4X4 V6 high lander air-conditioned				Day
9	Air-conditioned mini-bus (15 seats)				Day
Commitment to offer firm prices for 12 months if your bid is selected?					
Terms of payment :					

Lot # 2: Blue Nile

N°	Batch description	Currency	Unit Price	Unit price incl. VAT	Unit
1	Hard Top 4x4 type 5 doors (8 to 10 seats) air-conditioned				Day
2	Hard Top 4X4 3-door ambulance (10 to 13 seats or similar) with air conditioning				Day
3	Hard Top 4X4 3-door ambulance (10 to 13 seats or similar) without air conditioning				Day
4	Pick-up 4X4 double cab 4 doors (4 seats or similar)				Day
5	Air-conditioned 4X4 double-cabin 4-door pick-up (4 seats or similar)				Day
6	Non-air-conditioned 4X4 single-purpose pick-up (2 seats)				Day
7	Land cruiser 4X4 V6 (6 seats) air-conditioned				Day
8	Highlander 4X4 V6 highlander air-conditioned				Day
9	Air-conditioned mini-bus (15 to 20 seats)				Day
Commitment to offer firm prices for 12 months if your bid is selected?					
Terms of payment :					

Appendix 04 : BANK CERTIFICATE

Document to be copied by the BANK on its own Letterhead paper.

SOLVENCY CERTIFICATE

I undersigned

Acting in my quality of

On behalf of Bank

Having its registered address

And fully authorized to represent it,

Hereby certify that

Having its registered office in

And legally represented by

Owns a company bank account in our bank agency.

I also certify that this company is solvent, that the company has not filed for bankruptcy and is not in a process of receivership or liquidation.

Appendix 05: Action Against Hunger's GOOD BUSINESS REGULATIONS

These Good Business Regulations are the ground for a professional working relationship between Action Against Hunger and the suppliers.

They are general regulations valid unless others particular conditions are mentioned in the framework agreement. In case of conflicting terms within documents, the conditions of the framework agreement or tender dossier will prevail on these Good Business Regulations.

I. Principles of the procurement procedures

Action Against Hunger has transparent procedures to award markets. Essential principles are

- *Transparency* in the procurement process
- *Proportionality* between the procedures followed for awarding contracts and the value of the markets
- *Equal treatment* of potential suppliers

Usual criteria to select a supplier are:

- Authorisation to perform the market
- Financial and economic capacities
- Technical expertise
- Professional capacities

Usual criteria to award markets are:

- Automatic award (the cheapest offer complying with all requirements)
- Best value for money (price/quality ratio)

II. Misbehaviour, ineligibility and exclusion

Action Against Hunger considers the following misbehaviour as a valid ground for a systematic exclusion of an awarding market procedure and for the termination of all working relationship and contracts:

- **Fraud** defined as any intentional act or omission relating to:
 - The use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of Action Against Hunger or institutional donors funds
 - Non-disclosure of information, with the same effect
 - The misapplication of such funds for purposes other than those for which they were originally granted
- **Active corruption:** to deliberately promise or give an advantage to an official for him/her to act or refrain from acting in accordance with his duty in a way which

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damages or is likely to damage Action Against Hunger or institutional donors financial interests

- **Collusion:** the co-ordination of firms competitive behaviour, with the likely result that prices rise, output is restricted and the profits of the colluding companies are higher than they would otherwise be. Collusive behaviour does not always rely on the existence of explicit agreements between firms, but can also be tacit.
- **Coercive practice:** harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
- **Bribery:** to offer Action Against Hunger employees monetary or in kind gifts in order to gain additional markets or to continue a contract
- **Involvement in a criminal organisation** or any other **illegal activity** established by a judgement, by the US Government, the European Union, the United Nations or any other donor funding Action Against Hunger.
- **Immoral Human Resources practices:** exploitation of child labour and the non-respect of basic social rights and working conditions of employees or subcontractors

Action Against Hunger will exclude from a procurement procedure any candidate or tenderer falling into one of the following cases:

- To be **bankrupt** or to be wound up, to have affairs administered by the courts, to have enter into an arrangement with creditors, to have suspended business activities, to be the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations
- To have been **convicted of an offence** concerning professional conduct by a judgement that has the force of *res judicata*
- To have been **guilty of grave professional misconduct** proven by any means that Action Against Hunger can justify
- To have not fulfilled obligations relating to the payment of **social security contributions** or the **payment of taxes** in accordance with the legal provisions of the country in which they are established or with those of the country where Action Against Hunger mission is operating or those of the country where the contract is to be performed
- They have been the **subject of a judgement** that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests
- To have been declared to be in **serious breach of contract** for failure to comply with their contractual obligations in another previous procurement procedure

Action Against Hunger will not award contracts to candidates or tenderers who, during the procurement procedure:

- Are subject to a conflict of interest
- Are guilty of misrepresentation in supplying the information required Action Against Hunger as a condition of participation in the contract procedure or fail to supply this information

III. Administrative and financial sanctions

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In the event a supplier, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices Action Against Hunger will impose:

- **Administrative sanctions:**

Administrative sanctions are the official notification of the misconduct to the relevant civil or commercial authorities and the immediate termination of all existing working relationships.

- **Financial sanctions:**

Action Against Hunger will request the reimbursement of the cost linked directly and directly to the conduct of a new tendering process or market award. If any, the tender or performance guarantee will be kept by Action Against Hunger.

IV. Information of and access for the Donors

Action Against Hunger will inform immediately the Institutional Donors and will provide all the relevant information in the event a supplier, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices.

Furthermore, the contractors agree to guarantee a right of access to their financial and accounting documents to the representatives of Action Against Hunger's institutional donors for the purposes of checks and audits.

V. Documents to be a supplier

Hereafter is the minimal documentation a contractor working with Action Against Hunger will have to provide:

- Personnel national ID document of the supplier/company representative
- Status and registration of the company
- Mission order or power of attorney authorising the representative to contact

Important note: Additional documentation may be required for a particular market.

In addition the contractor must have the capacity to issue invoices, receipts and waybills (or delivery notes), to provide a tax clearance certificate and certify documents with an official stamp.

VI. Anti-Corruption Policy

If you believe that the action of anyone (or a group of people) working or volunteering for Action Against Hunger programs is responsible for violating the above rules, you should file a report through the Whistle-blower Email Hotline.

In order to enable the treatment, reports should give as precise information as possible; your name and contact are optional but encouraged. All reports are treated confidentially to the extent permissible by law. Action Against Hunger will use all reasonable efforts to preserve the confidentiality of the whistle-blower and to protect whistle-blowers against any possible retaliation.

TO BE FILLED OUT BY THE BIDDE

I, undersigned representative of certified that I have read and understood these regulations.

On behalf of the company I act for, I accept the terms of Action Against Hunger Good Business Regulations and I commit to achieve the best performances in the event is awarded a market.

By signing, I certify that has not provided, and will take all reasonable steps to ensure that it does not and will not knowingly provide material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or immoral Human Resources practices, such as the use of Child labour or overriding basic social rights and work conditions or the standards defined by the International Labour Organisation (ILO), particularly in terms of non-discrimination, freedom of association, payment of the legal national minimum wage, no forced labour, and the respect of working and hygiene conditions .

Last, I hereby certify that is not involved in any pending lawsuit, claim or action in the Company's name, or on behalf of any other person or entity, against the Company, regarding fraud, corruption, bribery or any illegal activity, and has not been convicted guilty of such practices at any time.

All the supplier's responsibilities mentions in this document extend to any supplier affiliates and subsidiaries.

Name:

Date:

Position:

Stamp:

Signature:

Appendix 06: Statement of Integrity

This “Statement of Integrity” shall be an annexe to all consultancy contracts signed under AFD Agreement CZZ.1871.01.E.

Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the Bid : **SD-KH-00263 Vehicle Rental in White Nile and Blue Nile Regions, Sudan**

To:

1. We recognise and accept that *Agence française de développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which it has entered into with the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our subcontractors. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the contract procurement and its subsequent performance.
 2. We hereby certify that neither we nor any other member of our joint venture or any of our subcontractors are in any of the following situations:
 - 2.1) being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2) having been convicted, within the past five years by decision of a court decision, which has the force of *res judicata* in the country where the project is implemented, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of a contract¹;
 - 2.3) being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4) having committed serious professional misconduct within the past five years during the procurement or performance of a contract;
 - 2.5) not having fulfilled our obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of either the country where we are established or the Contracting Authority's country;
 - 2.6) having been convicted, within the past five years by a court decision, which has the force of *res judicata*, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of an AFD-financed contract;
 - 2.7) being subject to an exclusion decision of the World Bank since 30 May 2012, and being listed on the website <http://www.worldbank.org/debarr2>;
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¹ In the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this AFD-financed contract.

² In the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this AFD-financed contract.

- 2.8) having committed misrepresentation in documentation requested by the Beneficiary as part of the contract procurement procedure.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our subcontractors are in any of the following situations of conflict of interest:
- 3.1) being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
- 3.2) having a business or family relationship with a Contracting Authority's staff involved in the selection procedure or the supervision of the resulting contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
- 3.3) being controlled by or controlling another bidder or being under common control with another bidder, or receiving from or granting subsidies directly or indirectly to another bidder, having the same legal representative as another bidder, maintaining direct or indirect contacts with another bidder which allows us to have or give access to information contained in the respective bids, influencing them or influencing decisions of the Contracting Authority;
- 3.4) being engaged in a consultancy activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
- 3.5) in the case of a works or goods procurement procedure:
- i. having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation that are subject of the bid;
 - ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this contract;
4. If we are a government-owned entity, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of procurement and performance of the contract:
- 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit.
- 6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit.
- 6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the person occupies, (ii) any other person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a public officer by the
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national laws of the Contracting Authority, an undue advantage of any kind, for himself or for another person or entity, for such public officer to act or refrain from acting in his official capacity.

6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any private person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another person or entity for such private person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.

6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings.

6.6) Neither we nor any of the members of our joint venture or any of our subcontractors shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France.

6.7) We commit ourselves to comply with and ensure that all of our subcontractors comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures such as specified in the environmental and social management plan or, if appropriate, in the environmental and social impact assessment notice provided by the Contracting Authority.

7. We, as well as members of our joint venture and our subcontractors authorise AFD to inspect accounts, records and other documents relating to the procurement and performance of the Contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of _____

Signature: _____

Duly empowered to sign the bid in the name and on behalf of³ _____

³ In case of joint venture, insert the name of the joint venture. The person who will sign the bid on behalf of the bidder shall attach a power of attorney from the bidder.
