**Norwegian Refugee Council (NRC) SUDAN**

**INVITATION TO BID (ITB) FOR SUPPLY OF FUEL & LUBRICANT**

**NATIONAL INVITATION TO TENDER**

NRC Sudan funded by multiple donors is seeking to engage suppliers to enter into long term Agreements for **Supply fuel and lubricant for the period of one year**

**ITB reference: PF-KRT-670**

**TENDER DOCUMENTS**

The Invitation to Bid (ITB) do

cuments will provide all relevant information in detail in terms of requirements for the submission of the Tender, and can be obtained either:

Request by email sd.procurement@nrc.no OR Pick-up in person the ITB documents from the Logistics Department from Sunday to Thursday 08:30 to 15:00 at the following locations:

* Sudan Country Office – 4th Floor, Nile Tower, Fourth Floor, Block 10, Building #20, Street 63, Khartoum
* Gadarif Office – East Jobarab – Alriyada Street - Gadarif Sudan.
* Kadougli Office Building no. 12, Al Suk road, South Kordofan.
* El Leri Office Building no. 285 block 2, West El Leri locality, South Kordofan, Sudan
* Geneina Office, Aljamarik Area house no: 90 Block 5 North to current UNICEF office.
* Kosti Office , Al-Andalus Area ,Al Andalus Street, North of WFP, East from CORE
* El – Fasher Office, Hay Al Safia, Grade #1, Block #7 - East of ARC compound Sudan

**Closing date for submitting the tender is 21st August 2022 at 16:00**. All times are local (Sudanese). All bids submitted after that date will be rejected.

**TENDER PROCESS.**

All interested and eligible firms are requested to submit their offers by hand in sealed envelopes submitted to the address specified in the tender pack. Submissions can be made by DHL or any other express courier. Note that all bidders are required to sign a bid submission register upon submission, if submitting by hand. The register can be signed by a company representative or courier. Enquiries need to be made in writing via email sd.procurement@nrc.no

# SECTION 1: Cover Letter (Envelope 1)

##### Date: 04 July 2022

##### NRC office: Sudan Country Office

#####  Our reference: PF-KRT-670

SUBJECT: NATIONAL INVITATION TO BID FOR SUPPLY OF FUEL & LUBRICANT IN SUDAN

Regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier.

Contents

[SECTION 1: Cover Letter (Envelope 1) 2](#_Toc107383185)

[SECTION 2: Bid Data Sheet (Envelope 1) 3](#_Toc107383186)

[SECTION 3: NRC Invitation to bid - General Terms & Conditions 7](#_Toc107383187)

[SECTION 4: WORKS CONTRACT - Technical description of the bid 13](#_Toc107383188)

[ANNEX 1 - TERMS OF REFERENCE 15](#_Toc107383189)

[SECTION 5: BIDDING FORM 16](#_Toc107383190)

[SECTION 6: WORK SCHEDULE 19](#_Toc107383191)

[SECTION 7 : COMPANY PROFILE AND PREVIOUS EXPERIENCE 20](#_Toc107383192)

[SECTION 8: PRICED OFFER 21](#_Toc107383193)

[SECTION 9 : SUPPLIER’S ETHICAL STANDARDS DECLARATION 25](#_Toc107383194)

Any request for clarification must be received by NRC in writing via sd.procurement@nrc.no according to the schedule listed in Section 2 – Bid Data Sheet

We look forward to receiving your tenderat the address specified in the Instructions to Bidders before **28th July 2022** at 16:00, as stated in the invitation to tender notice.

Yours sincerely,

NRC Sudan Country Office

Khartoum

# SECTION 2: Bid Data Sheet (Envelope 1)

**BACKGROUND DATA**

This bid is issued by Norwegian Refugee Council Sudan and is open to all bidders. Any **correspondence** can be addressed to the following addresses:

By email on correspondence or to request the tender documents - sd.procurement@nrc.no

 Completed tender documents to be sent hard copy only to the above address by post/courier

The ITB **documents can be collected** from the Logistics Department from Sunday to Thursday 08:30 to 15:00 at the following locations:

* Sudan Country Office – 4th Floor, Nile Tower, Fourth Floor, Block 10, Building #20, Street 63, Khartoum
* Gadarif Office – East Jobarab – Alriyada Street - Gadarif Sudan.
* Kadougli Office Building no. 12, Al Suk road, South Kordofan.
* El Leri Office Building no. 285 block 2, West El Leri locality, South Kordofan, Sudan
* Geneina Office, Aljamarik Area house no: 90 Block 5 North to current UNICEF office.
* Kosti Office , Al-Andalus Area ,Al Andalus Street, North of WFP, East from CORE
* El – Fasher Office, Hay Al Safia, Grade #1, Block #7 - East of ARC compound Sudan

**MAXIMUM TIME-FRAME FOR DELIVERY**

All bidders are expected to detail the lead time for all supplies. Failure to provide this information will be a disadvantage for the bid and lead to dis-qualification.

**SCHEDULE & DEADLINE FOR SUBMISSION**

The deadline for submission of bids is as follows. **Late bids will not be accepted.**

|  |  |  |
| --- | --- | --- |
| **Stage** | **Date\*** | **Time\*\*** |
| Invitation to Bid release | 04 July 2022 | 08:00 |
| Supplier Information Session  | 18 July 2022 | 10:00 |
| Deadline for request for any clarifications from NRC | 19 July 2022 | 16:00 |
| Last date on which clarifications are issued by NRC | 21 July 2022 | 16:00 |
| Deadline for submission | 28 July 2022 | 16:00 |

\*Please note all dates are provisional dates and NRC reserves the right to modify this schedule.

\*\*All times are in the local time of Sudan Country

**MANNER OF SUBMISSION:**

Please submit your bids in accordance with the requirements detailed below:

Complete **bid documents must be submitted in Two sealed envelopes that** shall be hand delivered at the above addresses not later than the due date indicated above. Upon submission a bid register must be signed by the bidder or their representative. Bids delivered by express couriers are allowed and will be asked to sign on the bid register.

##### Envelope 1 (Eligibility and technical)

* Section 1: Cover letter
* Section 2: Bid Data Sheet
* Section 3: General terms & conditions
* Section 4: Works Provision (to be signed and stamped)
* Section 5: Bidding Form (to be signed and stamped with company stamp)
* Section 6: Works Provision Schedule (to be signed and stamped with company stamp)
* Section 7: Company profile & experience (to be signed and stamped with company stamp)
* Previous experiences in similar works (Technical evaluation)
* Company and key personnel CVs (Technical evaluation)
* Current bank statement (Proof of financial capability – last three-year financial statements).
* List of company plants and equipment
* Envelope 2 (Price offer)Section 8: Priced offer
* Section 9: ethical standards declaration

**Award of the contract(s) will be based on the following:**

##### Envelope 1 (Financial)

**Step 1: Administrative compliance check**

Bidders must provide evidence of the following for their bid to be considered compliant:

1. Sections 2-6 completed, signed, and stamped along with the administration document requested in section 5)
2. Bidder has included a copy of their valid business license

Failure to provide administrative document will lead to disqualification.

**Step 2: Technical Evaluation**

A Technical Evaluation of all bids received will be conducted to shortlisted bidders. Criteria that will be used to evaluate and score the bids are:

1. Experience with another Organization/NGO/UN agency or private company (1 point per experience up to 3). To prove those experiences, Supplier must send the copy of their contract or PO or any kind of document that can prove that supplier have worked with another partner (<1 = 0 points if never worked with ONG/UN/Privat sector, 2 points if company has worked if 2 organisations,3 points if company has worked with 3 organization.) To prove those experience, a contract/PO is requested
2. Years of experience of the company (<1 = 0 points, 1-3 = 2 points, >3 = 3 points )
3. Having a fuel station with a minimum of stock level, truck for delivery ( 0 points if company does not have a fuel station, stock and truck, 2 points if company has fuel station, but no stock, no struck ,3 points if company has fuel station, stock and truck )
4. Payment terms (30 Days Full Mark, <30 day Zero Mark )
5. Delivery time (<3 days= 3 points, 3 days=10 points , >3 days= 0 points)

##### Envelope 2 (Financial)

* Section 8: Priced offer to be completed in English and to be signed and stamped with company stamp. All prices are inclusive of VAT.
* Individual Prices are required for each item as well full total price, failure to complete will result the bid being disqualified
* Price in comparison to NRC established expectation and in comparison to other bidders of comparable technical quality

The Criteria Weight (%) is as follow:

**Experience 20%** - **Quality/Stock and equipement availability 30%** - **Lead-time 10%** - **Price 40%**

**BIDDER’S CHECKLIST**

|  |  |  |
| --- | --- | --- |
| **Description** **(\* Missing compulsory documents may result in your bid being labelled incomplete and therefore ground for automatic disqualification)** | **To be filled by bidder** | **To be filled by NRC bid committee** |
| **Included?** | **Present & complete?** | **Comments** |
| **Step/ document to be submitted with tender** | **Yes** | **No** | **Yes** | **No** |  |
| Complete tender package delivered before the deadline specified in Section 2 - Bid Data Sheet - **Compulsory** |  |  |  |  |  |
| Section 4 –Works Provision – completed, signed & stamped – **Compulsory** |  |  |  |  |  |
| Section 5 – Bidding Form – completed, signed & stamped – **Compulsory** |  |  |  |  |  |
| Section 6 – Works Provision Schedule - signed & stamped – **Compulsory** |  |  |  |  |  |
| Section 7 – Company profile & experience – completed, signed & stamped – **Compulsory** |  |  |  |  |  |
| Section 8 – Works provision description and pricing proposal – completed, signed & stamped – **Compulsory** |  |  |  |  |  |
| Section 9 – Supplier ethical standards declaration – signed & stamped – **Compulsory** |  |  |  |  |  |
| **Supporting documents** |  |  |  |  |  |
| Proof of number of years in operation - **Compulsory** |  |  |  |  |  |
| Copy of company registration – **Compulsory** |  |  |  |  |  |
| Copy of tax registration – **Compulsory** |  |  |  |  |  |
| Details of proven experience from 2015 to 2021, both commercial and INGO/UN – Copies of Purchase orders and Contracts and reference and recommendation letters – **Compulsory** |  |  |  |  |  |
| Copies of company direct IDs – **Compulsory** |  |  |  |  |  |
| Copy of VAT registration – **Compulsory** |  |  |  |  |  |
| Detailed delivery schedule for each lot. – **Compulsory** |  |  |  |  |  |
| Financial Statement of your bank account for the last three years **– Compulsory** |  |  |  |  |  |
| Proof of offices in locations mentioned – **Desirable Info.** |  |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| **To be filled in by NRC bid committee only** | **Eligible** | **Ineligible** |
| **Outcome of administrative eligibility check.** |  |  |

#

# SECTION 3: NRC Invitation to bid - General Terms & Conditions

1. **SCOPE OF BID**
	1. The bid is based on the scope of the assignment as determined in the Bid Data Sheet (Section 2). The instructions to bidders should be read in conjunction with the Bid Data Sheet.
	2. The bid is open to bidders registered in Sudan on condition that they meet the eligibility criteria
	3. The resulting Long-Term Agreement (LTA)/ Framework Agreement (FWA) will be valid for an initial two years with an option to extend for an additional year on agreement between both parties. The agreement should not be interpreted as an exclusivity agreement.
	4. The quantities that are listed in the tender pack are estimates of the annual consumption of the various supplies and are not guaranteed.
2. **CORRUPT PRACTICES**
	1. **Norwegian Refugee Council** requires Employees, Bidders and Contractors, to observe standards of ethics during procurement and the execution of contracts. In pursuit of this, Norwegian refugee Council defines, for the purposes of this provision, the terms set forth below as follows:
	2. “Corrupt practice” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
	3. “Fraudulent practice” includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Norwegian Refugee Council, and includes collusive practices among Bidders prior to or after bid submission designed to establish bid prices at artificial, non-competitive levels and to deprive the Norwegian Refugee Council of the benefits of free and open competition;
	4. In any case where fraud or corruption is identified, NRC will:
* reject any bids where the Bidder has engaged in corrupt or fraudulent practices in competing for the Contract;
* remove bidding contractors who engage in fraudulent or corrupt practices from our prequalified list
* liaise with District Officials to report if fraudulent or corrupt practices are identified
* terminate works
	1. Any communications between a Bidder and the Norwegian Refugee Council related to matters of alleged fraud or corruption must be made in writing and addressed to the Country Director in SUDAN
1. **ELIGIBLE BIDDERS**
	1. A Bidder shall meet the following criteria to be eligible to participate in NRC procurement of Works:
2. the bidder, at the time of bid, is not:
	* 1. insolvent;
		2. in receivership;
		3. bankrupt; or
		4. being wound up
3. the bidder’s business activities have not been suspended;
4. the bidder is not the subject of legal proceedings for any of the circumstances in (b); and
5. The bidder has fulfilled his or her obligations to pay taxes and social security contributions. In a case where VAT is included in a bid, a copy of the VAT certificate must accompany the bid. A Bidder, and all parties constituting the Bidder including sub-contractors, shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Norwegian Refugee Council regarding this bidding process
	1. A Bidder whose circumstances in relation to eligibility change during a procurement process or during the execution of a contract shall immediately inform the Norwegian Refugee Council.
	2. NRC reserves the right to refuse a bid at any time if the bidder or one of its sub-contractors provided material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates or is found guilty of fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or immoral human resources practices, including but not limited to: child labour, non-discrimination, freedom of association, payment of the legal national minimum wage, and forced labour.
6. **JOINT VENTURES, CONSORTIA AND ASSOCIATIONS**

Bids submitted by a joint venture, consortium or association of two or more firms as partners will only be accepted in exceptional circumstances.

1. **ONE BID PER BIDDER PER WORK**

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

1. **COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Norwegian Refugee Council shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1. **INSPECTION**

NRC is obliged to ensure that its procurement decisions are clearly justified and documented and keeping within the Donors mandatory principles. In that regard, full and on-the-spot access must be granted to representatives of NRC, the Donor or any organization or person mandated by it, to premises belonging to NRC or its contractors. The right to access shall include all documents and information necessary to assess, or audit the implementation of the contract

1. **OBTAINING AND COMPLETING BIDDING DOCUMENTS**
	1. Bidders who did not obtain the Bidding Document directly from the Norwegian Refugee Council will be rejected during evaluation. Where a Bidding Document is obtained from the Norwegian Refugee Council on a Bidder’s behalf, the Bidder’s name must be registered with the Norwegian Refugee Council at the time of issue.
	2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
	3. Bidders are able to obtain the bidding documents either by writing to the following email address [**SD.procurement@nrc.no**](https://norwegianrefugeecouncil.sharepoint.com/sites/sd-khartoum-sudan-startup/Shared%20Documents/05%20-%20Logistics/KRT%20CO/Procurement/PROCUREMENT%20FILES/PF-KRT-500%20-%20GAD%20Construction%20of%20school%20%26%20Fencing/SD.procurement%40nrc.no)  ; Or by pick-up in person from Logistics Department from Sunday to Thursday 08:00 to 16:00 at our office located in :-
	* Sudan Country Office – 4th Floor, Nile Tower, Fourth Floor, Block 10, Building #20, Street 63, Khartoum
	* Gadarif Office – East Jobarab – Alriyada Street - Gadarif Sudan.
	* Kadougli Office Building no. 12, Al Suk road, South Kordofan.
	* El Leri Office Building no. 285 block 2, West El Leri locality, South Kordofan, Sudan
	* Geneina Office, Aljamarik Area house no: 90 Block 5 North to current UNICEF office.
	* Kosti Office , Al-Andalus Area ,Al Andalus Street, North of WFP, East from CORE
	* El – Fasher Office, Hay Al Safia, Grade #1, Block #7 - East of ARC compound Sudan
2. **CLARIFICATION OF BIDDING DOCUMENT**

A prospective Bidder requiring any clarification of the Bidding Document shall contact the Norwegian Refugee Council in writing. The Norwegian Refugee Council will respond in writing to any request for clarification before the deadline for clarification of bids. The Norwegian Refugee Council shall forward copies of its response to all Bidders who have acquired the Bidding Document, including a description of the inquiry but without identifying its source.

1. **AMENDMENT OF BIDDING DOCUMENT**
	1. At any time, prior and until 48 hours prior to the deadline for submission of bids, the Norwegian Refugee Council may amend or cancel the Bidding Document by informing the bidders in writing.
	2. To give prospective Bidders reasonable time in which to take an amendment or cancellation into account in preparing their bids, the Norwegian Refugee Council can, at his discretion, extend the deadline for the submission of bids.
2. **LANGUAGE OF BID**
	1. The bid, as well as all correspondence and documents relating to the bid shall be written in English.
	2. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
	3. NRC may request the bidder to translate relevant document related to the bid
3. **DOCUMENTS COMPRISING THE BID**
	1. The bid submitted by the Bidder shall comprise the following:
* Signed and stamped Contractor’s Biding form in Section 5
* Any other information and documents requested in Section 4.
* Service provision Schedule (as in Section 6)
* Company Profile and Previous experience (as in Section 7)
* Service Description and Pricing Proposal (as in Section 8)
* Signed and stamped Supplier Ethical Standards Declaration (as in Section 9)
	1. All forms must be completed without any alterations to the format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
1. **BID PRICE FOR WORKS CONTRACT**
2. Bid can be awarded to a single bidder, different bidders to different lots or selected lots to a single bidder. As such, all should be considered individually with any additional discounts applied if awarded more than one lot. Unless otherwise specified in the Bid Data Sheet, all duties, taxes, and other levies payable by the supplier under the contract, shall be included in the total bid price submitted by the bidder.
3. For those bidders who are VAT registered, VAT must be specified.
4. The bid price shall include the cost of labor, the profit of the bidder, use of equipment and associated practices for a good service company.
5. For bidder subject to VAT should be mentioned in the offers
6. The priced Bill of Quantities submitted by any Bidder shall be checked for arithmetical errors and for what might be considered unreasonable rates during the evaluation. Where errors are identified one or more of the following steps may be taken:
7. If any rates are considered to be unrealistic or unreasonable, they may be altered by mutual agreement, provided that no alteration shall be made in the amount of the Bid.
8. If any arithmetical errors are detected in an otherwise acceptable bid, and the Bidder, on being so notified, is prepared to confirm his bid and if the Bidder is subsequently awarded the contract, then the Bid shall be altered to reflect the difference.
9. The Bidder is reminded that it is entirely his responsibility to ensure the accuracy of his bid. No alteration will be made to the bid after its submission on the grounds of any arithmetical errors subsequently discovered except as provided above.
10. **CURRENCIES OF BID AND PAYMENT**
	1. All prices shall be quoted by the Bidder either in **Sudanese Pound or in United State Doller USD**, unless otherwise stated. Similarly, all payments will be made in the same currency.
	2. By default, payment will be made within 30 days of completion of delivery and submission of all necessary documentation (**Completion Certificate, required other Report as requested by NRC and Formal Invoice inclusive**
	3. **VAT**). Failure to provide all necessary documents will result in delays.
	4. NRC will favor payment in USD. In case supplier quoted in USD, payment will be made in the same bank NRC has account, NRC has USD bank accounts in (**Blue Nile Mashreg Bank BNMB , United Capital Bank UCB**), For payment within Sudan, you must have a bank account in one of the same bank as NRC.
11. **BID VALIDITY**
	1. Bids shall remain valid for a period of **90 calendar days** after the date of the bid submission deadline as prescribed by Norwegian Refugee Council. A bid valid for a shorter period shall be rejected as non-compliant.
	2. In exceptional circumstances, prior to the expiration of the bid validity period, the Norwegian Refugee Council may request Bidders in writing to extend the period of validity of their bids. A Bidder must confirm in writing his acceptance of the extension. In case of extension, modification of the bid is not permitted.
12. **ALTERNATIVE BIDS**

Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as shown in the specifications. Alternative bids shall not be considered unless otherwise indicated in Section 2 – the Bid Data Sheet.

1. **FORMAT AND SIGNING OF BID**

The Bidder shall prepare one set of bid documents per contract that he wishes to bid for. The bidder should hold a copy of the documents with himself, for reference purposes.

1. **SEALING AND MARKING OF THE BID**
	1. The Bidder shall enclose the bid for each contract in a plain envelope securely sealed
	2. The envelopes shall:
	3. be addressed to the Logistics Office, Norwegian Refugee Council, in the location specified in Section 2 – the Bid Data Sheet
	4. bear the Contract number
	5. no other markings should be on the envelope
	6. If all envelopes are not sealed and marked as required, the Norwegian Refugee Council will reject the bid
2. **DEADLINE FOR SUBMISSION OF BIDS**

Bids must be received by the Norwegian Refugee Council at the address given and no later than the date and time indicated in Section 2 - the Bid Data Sheet.

1. **LATE BIDS**

The Norwegian Refugee Council shall not consider any bid that arrives after the deadline for submission as stipulated in Section 2 – the Bid Data Sheet. Any bid received by the Norwegian Refugee Council after the deadline for submission of bids shall be declared late and rejected.

1. **WITHDRAWAL AND REPLACEMENT OF BIDS**
	1. A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, signed by an authorized representative. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:
2. submitted as with Clauses 20 and 21, and in addition, the envelopes shall be clearly marked “WITHDRAWAL” or “REPLACEMENT” and
3. received by the Norwegian Refugee Council prior to the deadline for submission of bids, in accordance with Section 2 – the Bid Data Sheet
	1. After the opening of bids, modifications to bids must be documented and any discussions reported in writing. A bid may be withdrawn at any stage, with written notice.
4. **CONFIDENTIALITY**
	1. Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the best evaluated Bidder is communicated to all Bidders.
	2. Any effort by a Bidder to influence the Norwegian Refugee Council in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
	3. From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Norwegian Refugee Council on any matter related to the bidding process, it should do so in writing.
5. **CLARIFICATION OF BIDS**

Norwegian Refugee Council may, at its discretion, ask any Bidder for a clarification of its Bid. The Norwegian Refugee Council’s request for clarification and the response shall be in writing. Any clarification submitted by a Bidder that is not in response to a request by the Norwegian Refugee Council shall not be considered. All requests for clarifications shall be copied to all bidders for information purposes. No change in the price or substance of the bid shall be permitted, except to confirm the correction of errors.

1. **BIDS VALIDATION**
	1. The Norwegian Refugee Council’s determination of a Bid’s validity is to be based on the contents of the bid itself, which cannot be corrected if determined to be invalid
	2. A valid bid is one that complies with all the terms, conditions, and specifications of the Bidding Document, without deviation or omission, which affects, or could affect;
2. the scope, quality, or performance of the Works specified in the Contract; or
3. limits in any substantial way, the Norwegian Refugee Council’s rights or the Bidder’s obligations under the Contract
4. **EVALUATION OF BID**
	1. The Norwegian Refugee Council shall examine the legal documentation and other information submitted by Bidders to verify eligibility, and then will review and score bids according to the following criteria;
* Completion and inclusion of requested information and supporting documents (Administrative compliance)
* Price in comparison to NRC estimated rate (Financial evaluation)
* Overall timeframe for the works (Technical evaluation)
* Schedules (Key Personnel and Activity schedule) (Technical evaluation)
* Previous experiences in similar works (Technical evaluation)
* Current bank statement (Proof of financial capability – last three year financial statement).
* List of company plants and equipment
	1. In case of two contractors being scored the same in the evaluation, the one with the highest technical ranking will be awarded the contract
	2. Anti-money laundering, anti-bribery, anti-corruption and anti-terrorism legislation applicable in some jurisdictions may require NRC to verify the identity of the bidder prior to financial transactions. NRC reserves the right to use online screening tools to check the bidder’s record with regards to their possible involvement in illegal or unethical practices.
	3. Norwegian Refugee Council reserves the right to reject all bids, and re-tender if no satisfactory bids are submitted
1. **AWARD PROCEDURE**
	1. The Norwegian Refugee Council shall award the Contract in writing, with an award letter, to the Bidder whose offer has been determined to be the best, before the end of the bid validity period
	2. Any bidder who has not been awarded a contract, will be notified in writing
	3. Until a formal contract is prepared and executed, the Award Letter shall constitute a binding agreement between the bidder and NRC.
	4. The Award Letter will state the sum that the Norwegian Refugee Council will pay the Contractor in consideration of the Works as prescribed in the Contract, and in accordance with the Bid.
	5. The Bidder is thereafter required to submit a Letter of Acceptance, confirming their wish to proceed with a contract.
2. **SIGNING OF CONTRACT**
	1. Upon receipt of the Letter of Acceptance, the Norwegian Refugee Council shall call the successful Bidder to sign the Contract.
	2. Within an agreed timeframe, the successful Bidder shall sign, date, and return the Contract to the Norwegian Refugee Council.
3. **CONTRACT**
	1. The Contractor-to-be will comply with a Works Contract, which will foresee, among others, the following commitments:
4. Non-exploitation of child labor and respect of basic social rights and working conditions (including security regulations and insurance for labor);
5. Provide transport, with insurance coverage for the materials, up to the warehouse and construction sites;
6. Accomplish the works, according to the required quantities and technical specifications indicated in the Bill of Quantities and Technical Drawings (SECTIONS 7 and 8), within the proposed timeframe
7. **SUB CONTRACTING**

Please be advised that subcontracting is not permitted. Bidders must have the capacity to complete the work themselves.

# SECTION 4: WORKS CONTRACT - Technical description of the bid

**Purpose:**

To identify a vendor that will supply fuel and lubricant to NRC Sudan Program for a period of (2) year from the date of contract signing. The contract will be by of a Framework Agreement (FWA) and will be based on prices quoted as per the attached price schedule and agreed upon by both parties.

**Commencement of contract**

It is expected that after the evaluation, negotiations with the selected service provider and notification of award, NRC will sign a contract (FWA) with the winning bidder by the ending of September 2022.

The FWA will be valid for a period of 2 year and may be extended for another year depending on the performance of the contracted vendor.

**2 – TECHNICAL REQUIREMENTS**

##### 1 - See Annex 1 – Terms of Reference

|  |  |  |
| --- | --- | --- |
| **Requirements** | **Is Bid compliant? (Bidder to Complete) Yes / No** | **Reason for compliance or non-compliance****(Bidder to Complete)** |
| **Company capacity,** | **Section 1: Bidder’s qualification, capacity and expertise** |
| **(Size, and structure) with a focus on road- truck transport services required.** |
| Company profile demonstrating organizational and management structure and a minimum of three (3) years’experience in provision of fuel and lubricant to NGOs or multinationals with ongoing projects of similar complexity at the time of submission of bid and management structure of the Organization. |  |  |
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|  |
|  | Minimum of three (3) contracts for fuel and lubricant of similar scopeImplemented over the last three (3) years**.** |  |  |
|  |
|  |
|  |
| **Equipment** | List of Trucks to transport Fuel and equipment intended to offer to NRC. The list must meet requirements of road- truck transport regulations by the Government of Sudan |  |  |
| Copy (ies) of the Certificate of Registration for Truck offered to NRC. |  |  |

# ANNEX 1 - TERMS OF REFERENCE

1. **Background Information**

Norwegian Refugee Council Sudan office is seeking offers from reputable, well established, and experienced Firms duly incorporated under the Laws of Sudan and the regions to provide supply of fuel and lubricant; at price for a period of two year based on satisfactory performance.

The Contractor(s) shall provide services for supply of fuel and lubricant to all the regions and locations in Sudan as and when needed.

To support this, NRC Sudan is seeking services of a company or companies who can provide supply and delivery for fuel and lubricant (Delivery at Place) to areas as per scope of services.

##### Specific Objectives

The Overall objective is to provide services of supply fuel and lubricant to assigned destinations as and when required to enhance operational capacity to all regions of Sudan including remote areas and ensure delivery of goods.

##### VEHICLE PROPER DOCUMENTATION:

All vehicles provided for this service must have proper and current registration from the government of Sudan (relevant authorities) allowing unrestricted access and ease of movement. In case of any dispute between the driver and local authorities, the vendor has the responsibility to settle it at its own cost; if not possible the company is obliged to replace this vehicle with another which will enable the NRC Sudan to continue with its operation.

Is sole responsibility of the contractor to request travel permit from relevant governmental authorities, and any cost incurred during transportation of fuel should be paid by the service provider

# SECTION 5: BIDDING FORM

**Please provide information against each requirement.**

Additional rows can be inserted for all questions as necessary. If there is insufficient space to complete your answer in the space provided, please include on a separate attachment with a reference to the question.

1. **Bidder’s general business details**
2. **General information**

|  |  |
| --- | --- |
| **Company name:** |  |
| **Any other trading names of company:** |  |
| **Registered name of company (if different):** |  |
| **Nature of primary business/trade:** |  |
| **Primary contact name:** |  |
| **Job title:** |  |
| **Phone:** |  |
| **Email:** |  |
| **Registered Address:** |  |
| **Business licence number:** |  |
| **Country of registration** |  |
| **Registration date:** |  |
| **Expiry date:** |  |
| **Legal status of company (eg. partnership, private limited company, etc.)** |  |

1. **Owners/Managers**

Please fill in the below table with the full names and the year of birth of the company’s owner(s) and manager(s)\*:

|  |  |
| --- | --- |
| **Full name** | **Year of birth** |
|  |  |
|  |  |
|  |  |
|  |  |

 *\* Please note this information is necessary in order to conduct the vetting procedure referred to in clause 25 of the Invitation to Bid-General Terms and Conditions.*

1. **Employees**

Please list the employees who would be involved with NRC in the event of contract award:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Employee name** | **Job title** | **Role on NRC project** | **Phone** | **Email** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| … |  |  |  |  |

1. **Company bank account details:**

|  |  |  |
| --- | --- | --- |
| Beneficiary name: |    |  |
| Beneficiary account no.: |   |  |
| Beneficiary Bank: |   |  |
| Bank branch: |   |  |
| SWIFT: |   |   |
| IBAN: |  |  |
| Bank address: |   |   |

1. **References**

Please provide details of at least 3 client references whom NRC may contact, preferably from NGOs and UN agencies, for similar related works:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Client/company name** | **Contact person** | **Phone** | **Email** | **Contract details (works, location, size, value, etc)** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| … |  |  |  |  |

1. **Equipment / Machine**

Please provide List of Trucks and equipment intending to offer to NRC. The list must meet requirements of road- truck transport regulations by the Government of Sudan: (do not mention rented items):

|  |  |
| --- | --- |
| **Type of machinery/ equipment/ vehicles** | **Quantity** |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |
| 5. |  |
| 6. |  |
| … |  |

1. **Defects Liability/Guarantee Period**

Please provide details below of the defect liability and guarantee period you offer on the works included in this contract:

|  |
| --- |
|  |

1. **Bid Validity**

Please confirm the validity of your bid below (in calendar days):

|  |
| --- |
|  |

1. **Confirmation of Bidder’s compliance**

We, the Bidder, hereby certify that our tender is a genuine offer and intended to be competitive and we confirm we are eligible to participate in public procurement and meet the eligibility criteria specified in the Invitation to Bid. We confirm that the prices quoted are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

The following documents are included in our **Bid**: **(please indicate which documents are included by ticking the boxes below).**

|  |  |
| --- | --- |
| **Documents** | **included** |
| Section 5: Bidding form; completed, signed and stamped | ☐ |
| Section 6: Work Schedule; completed, signed and stamped | ☐ |
| Section 7: Company Profile and Previous Experience; completed, signed and stamped | ☐ |
| Section 8: Pricing Proposal; completed, signed and stamped | ☐ |
| Section 9: Supplier’s ethical standards declaration; completed, signed and stamped | ☐ |
| Copy of valid business licence  | ☐ |

We understand that NRC is not bound to accept the lowest, or indeed any bid, received.

We agree that NRC may verify the information provided in this form itself or through a third party as it may deem necessary.

**We confirm that NRC may in its consideration of our offer, and subsequently, rely on the statements made herein.**

|  |  |
| --- | --- |
| Name of Signatory: | Tel N°: |
| Title of Signatory: | Name of Company: |
| Signature & stamp: | Date of Signing: |
| Address: |

# SECTION 6: WORK SCHEDULE

|  |  |
| --- | --- |
| ***Delivery Leadtime of Fuel to the following location***  | **Leadtime – time needed to deliver the fuel at designated area (Specify number of Days)** |
| Khartoum |  |
| Kosti |  |
| Kadugli  |  |
| Alleri |  |
| Al Fasher |  |
| Genaina  |  |
| Gadarif |  |

#

# SECTION 7 : COMPANY PROFILE AND PREVIOUS EXPERIENCE

The Bidder is requested to:

1. Submit the **Company Profile**
2. Complete the following **Previous Experience** **Table** listing the work or contracts undertaken in the past 5 years similar to the works required under this contract
3. Submit **evidences of previous experience** in form of Contracts, Completion Certificates, Handover Documents etc.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **#** | **Name of Project / Type of work** | **Total value of the performed works (.....)** | **Duration of the works contract** | **Starting date** | **Ending date** | **Contracting Authority and Place** |
| **1** |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |
| **3** |  |  |  |  |  |  |
| **4** |  |  |  |  |  |  |
| **5** |  |  |  |  |  |  |
| **…** |  |  |  |  |  |  |

**NOTE**: The list shouldn’t be limited to this Form in regards to the number of works reported. A comprehensive list of the last 5 years’ experience has to be submitted adapting the Form to the necessary rows.

NRC may conduct reference checks for previous contracts completed

# SECTION 8: PRICED OFFER

Section A: **Supply** of Fuel and lubricant including **delivery** to the designated location By Truck to NRC premises

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No**  | **Item(s) Description** | **Translation** | **Unit** | **Estimated Quantity** | **Unit Price including transportation**  | **Total Price**  | **Alternative specifications****Any discrepancies with our specifications must be noted**  |
| 1 | Diesel (NRC monthly average consumption 3,000 - 4,000) - Khartoum | جازولين | Litre | 100,000 |  |  |  |
| 2 | Diesel (NRC monthly average consumption 7,000 - 8,000) - Gadarif | جازولين | Litre | 100,000 |  |  |  |
| 3 | Diesel (NRC monthly average consumption 2,000 - 3,000) - Kadugli | جازولين | Litre | 10,000 |  |  |  |
| 4 | Diesel (NRC monthly average consumption 2,000 - 3,000) – Al Leri | جازولين | Litre | 10,000 |  |  |  |
| 5 | Diesel (NRC monthly average consumption 1,000 - 2,000) – Al Fasher  | جازولين | Litre | 10,000 |  |  |  |
| 6 | Diesel (NRC monthly average consumption 1,000 - 2,000) - Geneina | جازولين | Litre | 10,000 |  |  |  |
| 7 | Diesel (NRC monthly average consumption 2,000 - 3,000) - Kosti | جازولين | Litre | 10,000 |  |  |  |
| 8 | Engine oil (20 W 50) | زيت محرك رقم (20 W 50)  | Litre | 100 |  |  |  |
| 9 | Hydraulic | هايدروليك | Litre | 100 |  |  |  |
| 10 | water coolant, | coolant | Litre | 1 |  |  |  |
| 11 | Brake fluid | DOT 3 | Litre | 1 |  |  |  |
| 12 | Gearbox oil (/75W/80 or 80W90 ) | Automatic Transmission Fluid | Litre | 1 |  |  |  |

Section B: **Purchase of Fuel at the Fuel Station using voucher System**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No**  | **Item(s) Description** | **Translation** | **Unit** | **Estimated Quantity** | **Unit Price**  | **Total Price**  | **Alternative specifications****Any discrepancies with our specifications must be noted**  |
| 1 | Diesel (NRC monthly average consumption 3,000 - 4,000) - Khartoum | جازولين | Litre | 100,000 |  |  |  |
| 2 | Diesel (NRC monthly average consumption 7,000 - 8,000) - Gadarif | جازولين | Litre | 100,000 |  |  |  |
| 3 | Diesel (NRC monthly average consumption 2,000 - 3,000) - Kadugli | جازولين | Litre | 10,000 |  |  |  |
| 4 | Diesel (NRC monthly average consumption 2,000 - 3,000) – Al Leri | جازولين | Litre | 10,000 |  |  |  |
| 5 | Diesel (NRC monthly average consumption 1,000 - 2,000) – Al Fasher  | جازولين | Litre | 10,000 |  |  |  |
| 6 | Diesel (NRC monthly average consumption 1,000 - 2,000) - Geneina | جازولين | Litre | 10,000 |  |  |  |
| 7 | Diesel (NRC monthly average consumption 2,000 - 3,000) - Kosti | جازولين | Litre | 10,000 |  |  |  |

**Preamble to Price List**

* NRC has the faculty to contract all or part of the requested service, according to budget availability.
* The Bidder should submit supporting documents concerning the proposed services (i.e. Reports);
* Costs must include all duties, taxes, and other levies payable by the contractor under the contract and all mobilization costs specified in section 3.
* NRC is planning to have Prequalified list of providers for supply and delivery of fuel, the unit cost of fuel may vary after offering the contract to the awarded bidders, in these circumstances, the bidder must provide NRC with strong justification for the changing prices combined with documents from the government proving prices increase.

|  |  |
| --- | --- |
| **Prepared by:** |  |
| **Name:** |  |
| **Position:** |  |
| **Signature:** |  |
| **Date:** |  |
| **Stamp:** |  |

# SECTION 9: SUPPLIER’S ETHICAL STANDARDS DECLARATION

NRC as a humanitarian organization expects its suppliers and contractors to have high ethical standards. Any organization supplying goods to NRC valued at over 10,000 USD (or equivalent) in one year must sign this declaration. This declaration will be kept on file for a period of 10 years and should be updated every year or more often as appropriate.

NRC staff may perform spot checks to verify that these standards are adhered to. Should NRC deem that the supplier fails to meet, or is not taking appropriate steps to meet, these standards, any and all contracts and agreements with NRC may be terminated.

Anyone doing business with Norwegian Refugee Council shall as a minimum;

1. Comply with all laws and regulations in effect in the country or countries of business;
2. Meet the ethical standards as listed below; or
3. Positively agree to the standards and be willing to implement changes in their organization.

**Anti-corruption and supplier’s compliance with laws and regulations:**

* 1. The supplier confirms that it is not involved in any form of corruption.
	2. Where any potential conflict of interest exists between the supplier or any of the suppliers staff members with any NRC staff member, the supplier shall notify NRC in writing of the potential conflict. NRC shall then determine whether action is required. A conflict of interest can be due to a relationship with a staff member such as close family etc.
	3. The supplier will immediately notify senior NRC management if exposed for alleged corruption by representatives of NRC.
	4. The supplier shall be registered with the relevant government authority with regard to taxation.
	5. The supplier shall pay taxes according to all applicable national laws and regulations.
	6. The supplier warrants that it is not involved in the production or sale of any weapons including anti-personnel mines.

**Conditions related to the employees:**

* 1. No workers in our company will be forced, bonded or involuntary prison workers.
	2. Workers shall not be required to lodge “deposits” or identity papers with their employer and shall be free to leave their employer after reasonable notice.
	3. Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively.
	4. Persons under the age of 18 shall not be engaged in work which is hazardous to their health or safety, including night work.
	5. Employers of persons under the age of 18 must ensure that the working hours and nature of the work does not interfere with the child’s opportunity to complete his/ her education.
	6. There shall be no discrimination at the work place based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
	7. Measures shall be established to protect workers from sexually intrusive, threatening, insulting or exploitative behaviour, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.
	8. Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, shall be prohibited.
	9. Steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
	10. Wages and benefits paid for a standard working week shall meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. Wages should always be enough to meet basic needs.
	11. Working hours shall comply with national laws and benchmark industry standards, whichever affords greater protection. It is recommended that working hours do not exceed 48 hours per week (8 hours per day).
	12. Workers shall be provided with at least one day off for every 7 day period.
	13. All workers are entitled to a contract of employment that shall be written in a language they understand.
	14. Workers shall receive regular and documented health and safety training, and such training shall be repeated for new workers.
	15. Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
	16. Accommodation, where provided, shall be clean, safe and adequately ventilated, and shall have access to clean toilet facilities and potable water.
	17. No Deductions from wages shall be made as a disciplinary measure.

**Environmental conditions:**

* 1. Production and extraction of raw materials for production shall not contribute to the destruction of the resources and income base for marginalized populations, such as in claiming large land areas or other natural resources on which these populations are dependent.
	2. Environmental measures shall be taken into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. Local, regional and global environmental aspects shall be considered. The local environment at the production site shall not be exploited or degraded by pollution.
	3. National and international environmental legislation and regulations shall be respected.
	4. Hazardous chemicals and other substances shall be carefully managed in accordance with documented safety procedures.

We, the undersigned verify that we are in compliance with all applicable laws and regulations and meet the ethical standards as listed above, or positively agree to these ethical standards and are willing to implement necessary changes in the organisation.

*DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*NAME OF SUPPLIER/COMPANY:­­­­­­­­­ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*NAME OF REPRESENTATIVE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*COMPANY STAMP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*