**Norwegian Refugee Council (NRC) SUDAN**

**INVITATION TO BID (ITB) FOR TRANSPORTATION SERVICES**



**NATIONAL INVITATION TO TENDER**

NRC Sudan funded by multiple donors is seeking to engage suppliers to enter into Agreements for **PROVISION OF TRANSPORTATION SERVICES IN SUDAN**

**ITB reference: PF-KRT-660**

**TENDER DOCUMENTS**

The Invitation to Bid (ITB) documents will provide all relevant information in detail, requirements, quantities, delivery location, date, time, and place 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

**Closing date for submitting the tender is 14th of December 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: 23rd November 2022

##### NRC office: Sudan Country Office

##### Our reference: PF-KRT-660

SUBJECT: NATIONAL INVITATION TO BID FOR TRANSPORTATION AND CARGO SERVICES 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](#_Toc106528696)

[SECTION 2: Bid Data Sheet (Envelope 1) 3](#_Toc106528697)

[SECTION 3: NRC Invitation to bid - General Terms & Conditions 5](#_Toc106528698)

[SECTION 4: WORKS CONTRACT - Technical description of the bid 11](#_Toc106528699)

[ANNEX 1 - TERMS OF REFERENCE 13](#_Toc106528700)

[FOR ROAD- TRUCK TRANSPORT SERVICES FOR THE NRC SUDAN 13](#_Toc106528701)

[SECTION 5: BIDDING FORM 16](#_Toc106528702)

[SECTION 6: PRICED OFFER 19](#_Toc106528703)

[SECTION 7 : COMPANY PROFILE AND PREVIOUS EXPERIENCE 23](#_Toc106528704)

[SECTION 8 : SUPPLIER’S ETHICAL STANDARDS DECLARATION 41](#_Toc106528706)

Any request for clarification must be received by NRC in writing via [sd.procurement@nrc.no](mailto: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 14th  **December 2022** at 15:30, 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](mailto: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

**MAXIMUM TIME-FRAME FOR DELIVERY**

All bidders are expected to detail the lead time for all service deliveries. Failure to provide this information will be a disadvantage for the bid and may 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 | 23 November 2022 | 08:00 |
| Supplier Information Session | 01 December 2022 | 10:00 |
| Deadline for request for any clarifications from NRC | 07 December 2022 | 16:00 |
| Last date on which clarifications are issued by NRC | 11 December 2022 | 16:00 |
| Deadline for submission | 14th December 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)
* Priced offer (Envelope 2)
* Section 7: Company profile & experience (to be signed and stamped with company stamp)
* Section 8: ethical standards declaration

##### Envelope 2 (Financial)

* Section 6: 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

**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 description and pricing proposal – completed, signed & stamped – **Compulsory** |  |  |  |  |  |
| Section 7 – Company profile & experience – completed, signed & stamped – **Compulsory** |  |  |  |  |  |
| Section 8 – Supplier ethical standards declaration – signed & stamped – **Compulsory** |  |  |  |  |  |
| **Supporting documents** |  |  |  |  |  |
| Copy of company registration certificates – **Compulsory** |  |  |  |  |  |
| Copy of tax registration – **Compulsory** |  |  |  |  |  |
| Past contracts/ POs (Purchasing Orders) with other International NGOs (nongovernmental organizations) as proof of experience, preferably INGO (International non-governmental organization) – **Compulsory** |  |  |  |  |  |
| Copy of VAT registration – **Compulsory** |  |  |  |  |  |
| Financial Statement of your bank account for the last three years **– Compulsory** |  |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| **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 successful Bidder will be expected to complete the assignment by the Intended Completion Date specified in the contract to be signed
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&%20Fencing/SD.procurement@nrc.no)  ; Or by pick-up in person from Logistics Department from Sunday to Thursday 08:00 to 16:00 at our office located in **Nile Tower, Fourth Floor Block 10, Building #20, Street 63 - Khartoum – 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 Description and Pricing Proposal (as in Section 6)
* Company Profile and Previous experience (as in Section 7)
* Signed and stamped Supplier Ethical Standards Declaration (as in Section 8)
  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 prices are for complete contracts. Contracts cannot be subdivided into pieces. Where a bid is submitted, all relevant BoQ must be completed.
3. The Bidder shall fill in rates and prices for all items of the Works/supply or service described in the drawings and specifications and listed in the BoQ, Items for which no rate or price is entered by the Bidder will not be paid for by the Norwegian Refugee Council when executed and shall be deemed covered by the other rates and prices in the BoQ.
4. Unless otherwise specified in the Bid Data Sheet, all duties, taxes and other levies payable by the contractor under the contract, shall be included in the total bid price submitted by the bidder.
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 VAT**). Failure to provide all necessary documents will result in delays.
    3. 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:
5. Completion and inclusion of requested information and supporting documents (Administrative compliance)
6. Price in comparison to NRC estimated rate (Financial evaluation)
7. Overall timeframe for service delivery (Technical evaluation)
8. Technical capacity and number of registered trucks and vehicles (Technical evaluation)
9. Schedules (Key Personnel and Activity schedule) (Technical evaluation)
10. Previous experiences in similar works (Technical evaluation)
11. Adherence to NRC Payment terms and conditions (Financial evaluation)
12. Current bank statement (Proof of financial capability – last three year financial statement).
    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
13. **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.
14. **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.
15. **CONTRACT**
    1. The Contractor-to-be will comply with a Works Contract, which will foresee, among others, the following commitments:
16. Non-exploitation of child labor and respect of basic social rights and working conditions (including security regulations and insurance for labor).
17. Provide transport, with insurance coverage for the materials, up to the warehouse and construction sites.
18. Accomplish the works, according to the required quantities and technical specifications of the service, within the proposed timeframe
19. **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 provide Transport Services to NRC Sudan Program for a period of (2) year from the date of contract signing. The contract will be by way 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 mid of December 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 road- truck  transport services to NGOs, or  multilateral/ bilateral organizations or  multinationals with ongoing projects of  similar complexity at the time of  submission of bid and  management structure of the Organization. |  |  |
|  |
|  |
|  |
|  |
|  |
|  |
|  | Minimum of three (3) contracts for road-  truck transport services of similar scope  Implemented over the last three (3) years. |  |  |
|  |
|  |
|  | Operating, safety and quality management  systems manuals |  |  |
|  |
| **Equipment** | List of Trucks 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. |  |  |
| **Insurances required in the Performance of the Contract** | * Valid insurance. |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Requirements** | | **Is Bid compliant? (Bidder to Complete) Yes / No** | **Reason for compliance or non-compliance**  **(Bidder to Complete)** |
| **Company’s approach to staff compensation and benefits (Do not include salaries or financial information).** | SECTION 2: Management Structure and Suitability of Key Personnel | | |
| Compliance with all legal requirements relating to the Labour Laws and thus cover insurance, staff compensation, training costs, benefits in kind, appropriate  licensing. |  |  |
| **Respect for Rule of Law & Human Rights, protection of Beneficiaries’**  **Interests and disciplinary measures.** | * Staff Code of Conduct * Ethics and Harassment Policy |  |  |
| **Team Composition (Truck Drivers and loaders)** | * The Truck drivers shall be certified drivers of the said vehicles with relevant licenses and experience of at least one year equipped with adequate communication equipment to report progress and possible incidents. * The loaders shall be physically fit for the job with similar qualifications as the drivers to ensure efficiency in service delivery. * Submit the company process that demonstrates fleet scheduling. |  |  |
| **Fleet Manager/ Team Leader** | * Minimum of a Diploma certificate in Business Administration or equivalent professional qualification in management. * A minimum of two years’ continuous practical team leadership experience in fleet management. Experience in conflict/emergency contexts is an advantage.   + Good communication and interpersonal skills   + Problem solving skills and ability to make decisions for timely resolution of problems.   + Ability to remain calm under pressure and in emergency situations, maintain operations necessary to support NRC   + Proficient in spoken and written English. |  |  |

# ANNEX 1 - TERMS OF REFERENCE

# FOR ROAD- TRUCK/ AIR - CARGO TRANSPORT SERVICES FOR THE NRC SUDAN

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 road- truck/air cargo transportation Services; at a fixed price for a period of two year based on satisfactory performance.

The Contractor(s) shall provide transportation services for transportation of goods 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 Road- Truck / Air- Cargo Transportation Services with Driver and loader to areas as per scope of services.

##### Specific Objectives

The Overall objective is to provide services of transportation of cargo 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 availability:

1. Vehicles shall be available on average, twelve (12) hours per day, 7 days per week. Vehicle hire to other regions, or vehicle hire during critical periods to be determined by NRC operational requirements, may require the services of the vehicle and driver for longer periods as needs require.
2. The Contractor should have the capacity to meet additional requirements on request.
3. The Contractor shall be available to provide the service on all days irrespective of local/national holidays etc.

##### Vehicle Requirements:

These conditions should include:

1. The Hire Vehicle(s) shall be in sound mechanical and physical condition throughout and be maintained in safe operating conditions at all times. The Contractor shall bear full responsibility for the preventive and remedial maintenance of the vehicle.
2. The Vehicles shall not display NRC **NAME OR LOGO**
3. The Vehicle shall, as a minimum, be equipped with:
   1. Spare-tire, the necessary accessories (spanner, jack, etc.)
   2. Fire extinguishers (1Kg dry powder)
   3. The vehicles must be fully registered with the government. Proof of registration must be provided.

##### Reliability Requirements:

The Contractor shall be able to ensure that contingency vehicles are available vehicles at all times in case of unforeseen breakdowns, accidents etc...

**Punctuality & Safety**- The contractor shall provide the transportation services to the NRC in a manner that results in punctual pick-up and delivery of the goods. It shall carry out these services in the full observance of safety and road traffic regulations of the Government of Sudan

1. **Singularity of Contract** – The Contractor’s employees shall not enter into any separate arrangement(s) with NRC staff members or assigned non-staff, for whom service is directly provided, that is non-compliant with the terms and conditions of this contract entered into by the Contractor and NRC.
2. Penalty – Where delay, non-performance and ex-contract arrangements, jointly or severally, results in added cost to NRC, a penalty equivalent to the additional cost incurred shall be meted on the Contractor - the cost to be determined solely by NRC. This is stipulated under the liquidated damages clause herein which will be effected in case of delays.
3. Insurance- The contractor shall ensure that appropriate liability insurance cover is provided.

##### SECURITY:

The vendor shall accept full responsibility including security of all vehicles supplied including security of the drivers. The vendor will be liable if any security incidents occur that have a relation to its drivers, loaders or vehicles.

##### 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 goods should be paid by the service provider ex (Borsah, etc…)

##### DISRUPTION OF TRANSPORTATION SERVICE:

The vendor shall provide continuous transportation services. If for any reason the services are disrupted, e.g. by Truck break down or driver’s illness, the vendor has the responsibility to provide immediate substitution in less than 24 hours. If transportation service has disrupted and substitution measures are not in place NRC Sudan retains the right to:

1. Deduct the rental fee as per the contract agreement.
2. Or rent a replacement and deduct the costs incurred from the original contractor’s invoice for the remaining

Services.

1. Effect the liquidated damages

##### DRIVER’S LICENSE:

It is the responsibility of the vendor to provide a driver for each vehicle and the driver must have a current Sudan driving license and ID, a copy of which must be provided to NRC CO Procurement unit prior to commencement of contract.

NRC Sudan reserves the right to reject any driver(s) that it has any concern about with respect to the driver’s(s) driving capabilities, security clearance, or safety. In cases where NRC Sudan rejects the proposed driver(s) the vendor must replace the said driver(s) immediately.

##### WORKING HOURS:

0800 HRS until 1600 HRS (8 hours on daily basis).

##### INSURANCE:

There is NO insurance provided by NRC for the vehicles or for the drivers and loaders under any circumstances. Insurance costs is the responsibility of the vendor and should be included in the vendor quote.

# 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. **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: Pricing Proposal; completed, signed and stamped | ☐ |
| Section 7: Company Profile and Previous Experience; completed, signed and stamped | ☐ |
| Section 8: 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: PRICED OFFER

* + - 1. **Indicate the currency of the bid: …………………………………………**
      2. **Indicate the prices for each service as shown in the tables below.**
      3. **Indicate the lead time for each destination via air cargo & land/truck transportation as shown in the tables below.**

***1: ORIGIN:***KHARTOUM - KHARTOUM

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | |  | | |  |  |  |  |  |  | |  |  |  | | |
| **NO#** | **SPECIFICATIONS** | **FINAL DESTINATIONS** | | | | | | | | | | | | |  |  | |
| **NIYALA AIRPORT** | | | | **EL-FASHER AIRPORT** | | **GENEINA AIRPORT** | | | **PORTSUDAN AIRPORT** | | | |  |
| ***1*** | **AIR CARGO TO AND FROM KRT AIRPORT** | | | | | | | | | | | | | |  |  | |
| ***1.1*** | ***RATE PER 1 KG*** |  | | | |  | |  | | |  | | | |  |  | |
| ***1.2*** | ***LEAD TIME*** |  | | | |  | |  | | |  | | | |  |  | |
|  | *rates are then calculated per kilo for each shipment/parcel* | | | | | | | | | | | | | |  |  | |
|  |  | |  |  |  |  |  |  |  |  | |  |  |  | | |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **NO#** | **SPECIFICATIONS** | **FINAL DESTINATIONS** | | | | | |
| **GADAREF - GADAREF** | **GADAREF - DOKA** | **WHITE NILE - KOSTI** | **SOUTH KORDUFAN - KADUGLI** | **NORTH DARFUR - EL-FASHER** | **WEST DARFUR - GENEINA** |
| ***2*** | **ROAD AND IN-LAND TRANSPORTATION BY TRUCK TO AND FROM NRC KHARTOUM OFFICE/WAREHOUSE (FULL TRUCK LOAD)** | | | | | | |
| ***2.1*** | ***5 TON TRUCK*** |  |  |  |  |  |  |
| ***2.2*** | ***10 TON TRUCK*** |  |  |  |  |  |  |
| ***2.3*** | ***15 TON TRUCK*** |  |  |  |  |  |  |
| ***2.4*** | ***30 TON TRUCK*** |  |  |  |  |  |  |
| ***2.5*** | ***50 TON TRUCK*** |  |  |  |  |  |  |
| ***2.6*** | ***BACK-LOAD RATE*** |  |  |  |  |  |  |
| ***2.7*** | ***LEAD TIME*** |  |  |  |  |  |  |
|  | *Back-load rates are the cost of transporting goods from the destinations indicated avove as origin destination to Khartoum as a final destination (should be a % of the transportation cost from KRT to the destination)* | | | | | | |

***2: ORIGIN:***RED SEA - PORTSUDAN

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **NO#** | **SPECIFICATIONS** | **FINAL DESTINATIONS** | | | |
| **NIYALA AIRPORT** | **EL-FASHER AIRPORT** | **GENEINA AIRPORT** | **KHARTOUM AIRPORT** |
| ***1*** | **AIR CARGO FROM AND TO PORTSUDAN AIRPORT** | | | | |
| ***1.1*** | ***RATE PER 1 KG*** |  |  |  |  |
| ***1.2*** | ***LEAD TIME*** |  |  |  |  |
|  | *rates are then calculated per kilo for each shipment/parcel* | | | | |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **NO#** | **SPECIFICATIONS** | **FINAL DESTINATIONS** | | | | | | |
| **GADAREF - GADAREF** | **GADAREF - DOKA** | **WHITE NILE - KOSTI** | **SOUTH KORDUFAN - KADUGLI** | **NORTH DARFUR - EL-FASHER** | **WEST DARFUR - GENEINA** | **KHARTOUM - KHARTOUM** |
| ***2*** | **ROAD AND IN-LAND TRANSPORTATION BY TRUCK TO AND FROM NRC KHARTOUM OFFICE/WAREHOUSE (FULL TRUCK LOAD)** | | | | | | | |
| ***2.1*** | ***5 TON TRUCK*** |  |  |  |  |  |  |  |
| ***2.2*** | ***10 TON TRUCK*** |  |  |  |  |  |  |  |
| ***2.3*** | ***15 TON TRUCK*** |  |  |  |  |  |  |  |
| ***2.4*** | ***30 TON TRUCK*** |  |  |  |  |  |  |  |
| ***2.5*** | ***50 TON TRUCK*** |  |  |  |  |  |  |  |
| ***2.6*** | ***BACK-LOAD RATE*** |  |  |  |  |  |  |  |
| ***2.7*** | ***LEAD TIME*** |  |  |  |  |  |  |  |
|  | *Back-load rates are the cost of transporting goods from the destinations indicated avove as origin destination to Khartoum as a final destination (should be a % of the transportation cost from KRT to the destination)* | | | | | | | |

# 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 **evidence 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

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**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.

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

# SECTION 8: SUPPLIER’S ETHICAL STANDARDS DECLARATION

NRC as a humanitarian organisation 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*