**REQUEST FOR QUOTATION**

Date: 23-Feb-2025

***From:***

Norwegian Refugee Council (NRC)

Khartoum Country Office

Contact Person : **Nuseraldeen Eisa**

Position: Logistics Coordinator

Email: [sd.procurement@nrc.no](mailto:sd.procurement@nrc.no)

**Deadline for submission: 8thof March 2025 @ 04:00 PM (GMT+2)**

All interested and eligible firms are requested to submit their offers by email submitted to the address specified above.

**Subject:**

***Norwegian Refugee Council (NRC) Legal and Judicial Assistance Agreement in Sudan***

**Requirements:**

The office of the Norwegian Refugee Council invites your company to make a firm offer for the following works:

* Please see Annex 1 – Term of Reference.
* Kindly sign and stamp your official Bid.

If you have any inquiries, please email us your inquiries at [sd.procurement@nrc.no](mailto:sd.procurement@nrc.no) at any time before the deadline of this RFQ.

## Please see Annex 1 – Term of Reference

#### **Context:**

The Norwegian Refugee Council (NRC) is a non-governmental humanitarian organization working to create a safer and more dignified life for refugees and displaced persons. NRC re-entered Sudan in 2020 and has since established its operational footprint in 6 locations affected by conflict and displacement; Gedaref, North Darfur, Central Darfur, West Darfur, South Kordofan, and White Nile, Red Sear State.

NRC operates in more than 30 countries around the world. NRC is starting up a new country operation in Sudan.

#### **Scope of the service**:

NRC in Sudan is inviting interested registered/licensed law firms and lawyers with a minimum of five (5) years legal experience to submit written proposals to provide Legal Retainer Services to the organization. As the retained lawyer, the selected law firm or lawyer will be expected to provide a wide range of legal services including tax expertise.

Geographical Extent of Coverage: Assistance must be exercised over the entire territory of Sudan.

#### **Specific objectives:**

The purpose of this quotation is to provide legal assistance, advice (through opinions and consultations, written or verbal), representation and application to all jurisdictions in Sudan or elsewhere at the request of the client.

to put its resources, its legal and judicial expertise at the service of NORWEGIAN REFUGEE COUNCIL to the fullest extent of its good faith and conscience:

1. **General**

* Provide strategic legal advise to management
* Provide advise on different legal issues and assist in drafing legal opinions internally and externally
* Assist in review of legal material and other relevant documents to identify the most important issues that should be addresed on a priority basis.
* Communicate and negotiate with external parties include regulators and public authorities when needed on an adhoc basis
* Advise in compliance with Sudan laws on issues of settlement of disputes and implementation of legal clauses.
* Evaluate and advis on different risk factors regarding business decisions and operations of NRC in Sudan.

1. **Labour Issues**

* Give accurate and timely counsel to NRC on terms of employment, labour law, tax law, benefits, disciplinary procedures, social cases and any changes to the national law or practices in these fields.
* Review & provide advice on the content of policies affecting national employees and any revisions thereof.
* Review NRC terms and conditions of employment for national staff and advise/recommend on necessary changes.
* Recommend & provide advice on approaches to handle disciplinary issues and other legal matters related to employees.
* Regularly advise/update NRC on applicable labour laws and regulations in the country.
* Update NRC particularly on the new policies passed/adopted in the operational areas.
* Review and prepare, on request, any other legal documents/records related to NRC activities.
* Assist NRC in the negotiation and drafting of contracts, MoU and Agreement that it may have to conclude in Sudan;
* Assist NRC on legal matters in their relations with the local authorities; its suppliers, its employees, etc.
* Provide legal counsel and negotiation services at the request and in the interest of NRC.
* Regularly update and share accurate advice that will enable NRC to avoid or mitigate litigation risks arising from such contracts.
* Regularly update NRC on labor, income tax, social security laws, property, tax, NGO bills/laws that may have a direct or indirect impact on the organization’s operations in Sudan or impact on international Non-Governmental Organizations in general.
* to give, whenever necessary, its opinion on matters concerning NRC on any question requiring legal expertise.
* Support NRC to be in compliance with Sudan laws with regard to work permits particulalry where faced with illegal obstacles.

1. **New Legislations**

* Regularly advise/update NRC on new legislation, law reforms, and amendments, pending and passed bills by the local authorities that may directly have an impact on NRC and its operations in Sudan.
* Share detailed information with NRC on the impact of the above points whenever possible.

1. **Contracts and procurement**

* Revise contracts (premises rental, framework agreement, purchase, work and service contracts) and advise on how to improve them.
* Provide legal advise on dispute related to the lease agreement
* Advise on dealing with sales taxes, and other taxes related to procurement of goods and services in Sudan.
* Give legal advise/ consultations regarding customs law

1. **Tax**

* Following up with the tax department for the purpose of issuing tax exemptions and tax certificate letters

1. **Judicial and Technical Assistance:**

* to represent Norwegian refugee council in Court litigation, arbitration tribunals (out of court settlements), services for prior consultation/advice and other legal forums

**Customer service availability - 24/7**

#### **Assignment procedure:**

NRC Sudan's Bid Analysis Committee will review bidders and their bids to determine, in the proposal shall be evaluated in consideration of the Evaluation Criteria as stated below:

* The proposal will be evaluated on two broad parameters

(a) Law Firm Profile and their cost of services

(b) Their expertise in offering the Legal and Tax Services.

* The evaluation criteria will carry the cumulative score in the ratio of 30:70 (combined scoring method) respectively covering the sub parameters as defined in the TOR. Financial proposal (Fees for Legal Services) will be evaluated on 30% whereas the technical (Legal Services) one will be evaluated on 70%.

#### **Administrative Criteria required documents:**

The following criteria are considered mandatory in the evaluation of offers their absence results in the disqualification of the file:

* The certified copy of his accreditation as a law firm or legal adviser in Sudan and/or his registration at the country's bar.
* References from 5 major organizations or companies, especially international NGOs during these last two or three years.
* Social Security contribution clearance certificate valid for 3 months issued by the Social Security office or any other authorized service. - Optional
* Bank account opened in Sudan and in the name of the company (IBAN);
* Suppliers Ethical Standards Declaration signed and stamped

**2- IMPORTANT NOTE:**

Print your quotation on your own letterhead documents.

Your quotation shall be **printed, signed, and stamped.**

Kindly make sure to include your **company name, address, and contact details as well as your Tax Identification Number** if any.

Prices must include VAT (in prices or in total).

If different taxes & fees apply, please specify them all in your quotations and include them all.

**Selection Criteria :**

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Score (%)** | **Description** |
| **Area of Expertise** | **50%** | Evaluates the firm's legal expertise in key areas relevant to NRC. |
| Labour Law | 10% | Knowledge and experience in employment regulations and dispute resolution. |
| Judicial & Technical Capacity | 10% | Ability to directly handle cases, including mediation and litigation. |
| General Legal Advice | 5% | Capacity to provide comprehensive legal guidance on various matters. |
| Contractual Obligations | 5% | Understanding of contract law, reviewing and drafting agreements. |
| Tax Law | 10% | Expertise in taxation policies applicable to NRC’s work. |
| New Legislation Impacting NRC | 5% | Monitoring and advising on new laws affecting NRC operations. |
| Capacity of Law Firm | 5% | Based on the number of legal staff and client portfolio size. |
| **Previous Experience with INGOs** | **10%** | Experience working with international NGOs and UN agencies. |
| Working with INGOs/UN Agencies | 10% | Has worked with INGOs/UN agencies – **10%**; No experience – **0%**. |
| **Payment Terms** | **5%** | Evaluate flexibility and compliance with NRC’s financial policies. |
| No Advance Payment & NRC Payment Terms | 5% | Accepts NRC's payment terms without requiring advance payment – **5%**. |
| **Years of Experience** | **5%** | Assesses the firm's overall experience in legal practice. |
| More than or equal to 5 years | 5% | **≥ 5 years** – **5%**; **< 5 years** – **0%**. |

#### **3 - Please answer the questions:**

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| --- | --- |
| **Questions** | **Answers** |
| What is the currency of the offer?  (SDG, USD, other…)  **Note that NRC will favour quotes in USD. Please read below regarding USD payments.**  **DO NOT PROVIDE QUOTES IN BOTH SDG AND USD CURRENCIES.** |  |
| Please confirm your offer inclusive Net price after the deduction of discounts |  |
| Please confirm your prices include all taxes and fees (net prices):  (If not, please explain and detail the taxes & fees) |  |
| If your offer is in USD => payment will be made by bank transfer.   * Do you have a USD account in Sudan? if YES, then in which bank. * Do you have a USD account abroad? if YES, then in which bank.   (Please provide bank details for each account with Company name)  **Please read the note below regarding payments in USD and quote accordingly.** |  |
| Do you accept payment after completion of Service?  Instalment every Three Months within 30 days of receipt of the invoice |  |
| What is the validity period of your offer?  (In calendar days)  **(Preferable 90 days)** |  |

#### **4 - Accepted methods for submission of quotation/offer:**

We recommend you fill up this Request for Quotation directly on your computer.

You can also print it and fill it up by hand if you have not access to a computer.

You can submit the price offer by using the table on page 2, or by using your own proforma document.

Your quotation / offer **must be** signed and stamped on all pages (including the present Request for Quotation).

#### **4 - Your Company details:**

* **General information**

**IMPORTANT NOTE regarding USD quotes and payments:**

* You must choose between quoting in USD or quoting in SDG.
  + **Do not provide quotes in both currencies. If you do so, only your quote in USD will be considered for assessment.**
* If your quote is in USD, then you will be paid in USD.
  + **You must be in a capacity to accept the payment.**
* NRC will favour payment in USD, in Sudan, in the same bank.
* NRC has USD bank accounts in:
  + **Blue Nile Mashreq Bank**
  + **Bank of Khartoum**
  + **United Capital Bank.**
* For payment within Sudan, you must have a bank account in one of the same banks as NRC.

**We encourage you to contact us directly if you have questions or need clarifications before submitting your quotation.**

|  |  |  |
| --- | --- | --- |
| Name of the company |  |  |
| Name of the owner(s)  Date of birth of the owner(s)  ***(Mandatory for screening)*** |  |  |
| Address of the company |  |  |
| Name of contact person |  |  |
| Position |  |  |
| Email |  |  |
| Phone |  |  |

* **Company bank account details:**

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

* **References**

Please provide details of at least 5 client references whom NRC may contact, preferably from INGOs and UN agencies, for similar service:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Client/company name** | **Contact person** | **Phone** | **Email** | **Contract details (works, location, size, value, etc)** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |
| 5. |  |  |  |  |
| … |  |  |  |  |

#### **5 - Mandatory documents to attached to your quotation / offer:**

Please check that you are providing all of the below mentioned documents:

|  |  |
| --- | --- |
| **Mandatory documents** | **Checked (Y/N)** |
| **Certified copy of accreditation as a law firm – Compulsory** |  |
| **Copy of VAT registration – Compulsory** |  |
| **References from 5 major organizations or companies, especially international NGOs during these last two or three years.– Compulsory** |  |
| **Social security contribution clearance certificate valid for 3 months issued by the social security office or any other authorized service - Optional** |  |
| **Financial Statement from your bank for the last 12 months – Compulsory (BANK LETTER WILL NOT BE ACCEPTED)** |  |
| **Copy of company directors ID’s – Compulsory** |  |
| **Company Profile – Optional** |  |
| **NRC Request for Quotation (filled up, signed and stamped)**   * **You can use the RFQ table above** * **Or any other format of your choice, but specifying all items in the RFQ list.**   **You must Sign and Stamp each page.** |  |

You can also attach additional documents such as photos, company profile, certifications…

#### **6 - Payment information:**

**For payment by cheque**, please indicate under which name NRC shall issue the cheque. You can write name in Arabic or in English. (**For Payment in SDG/ USD)**

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#### **7 - Other information:**

Payment will be made by bank transfer/cheque only.

All suppliers doing business with NRC should maintain high standards on ethical issues, respect and apply basic human and social rights, ensure non-exploitation of child labour, and give fair working conditions to their staff. NRC reserves the right to reject quotations provided by suppliers not meeting these standards.

Vendors doing business with NRC will be screened on anti-corruption due diligence before NRC confirms an order or contract.

NRC aims to purchase products and services that the minimum environmental impact. Environmental considerations form part of the NRC selection criteria, and NRC reserves the right to reject quotations provided by suppliers not meeting these standards.

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 organisation 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

NRC reserves the right to accept or reject the whole or part of your quotation based on the information provided. Incomplete quotations which do not comply with our conditions will not be considered.

Shortlisted suppliers may be required to submit samples of each item. Please be sure to have all samples available at short notice, and wait for a response from NRC if you have been shortlisted.

Ethical Standards Declaration for all Supply, Service and Works Contractors

We, the undersigned, (‘**we**’, ‘**our**’ or ‘**us**’) **CONSIDERING THAT**:

**FIRST**, we are bidding for, or entering into, a contract with the Norwegian Refugee Council (**NRC**) to supply goods, services or works to NRC (‘**the Contract**’).

**SECOND**, we understand that as a humanitarian organisation, NRC expects its suppliers and contractors to have high ethical standards.

**THIRD**, we understand that NRC therefore needs us to confirm that we adhere to the required ethical standards (‘**the ethical standards**’) by signing this declaration (‘**the Declaration**’).

**THEREFORE**, we **DO HEREBY DECLARE** as follows:

1. **Declaration concerning compliance with applicable laws and these ethical standards**

We declare that we shall:

1. Meet the ethical standards in this declaration (‘ethical standards’)
2. Ensure that any party representing us, including but not limited to:

• board members

• directors

• employees

• contractors or sub-contractors, and their employees

• consultants and sub-consultants, and their employees;

• other legal representatives

(‘our Representatives’) are aware of and comply with these ethical standards.

In the event that we, or our Representatives, do not meet the ethical standards at present, we shall:

1. Explain to NRC in what way we do not currently meet the ethical standards
2. Agree a plan and timeline with NRC to implement changes that allow us to meet the ethical standards
3. Provide regular updates to NRC on the implementation plan.
4. **Declaration concerning status**

We hereby declare that neither we, nor to the best if our knowledge our Representatives, are in any of the following situations:

* 1. Have made an offer, payment, consideration or benefit of any kind, which constitutes illegal or corrupt practice, directly or indirectly, as an inducement or reward in relation to the tendering, awarding or execution of the Contract.
  2. Are involved in any form of fraud, corruption, collusion, coercive practice, bribery, involvement in a criminal organisation or other illegal activity
  3. Are insolvent, in receivership, bankrupt, or being wound up
  4. Have suspended activities
  5. Are subject to legal proceedings related to 2.1
  6. Have at any time been found guilty and sentenced by a court, whether in the country of employment or abroad, for a criminal offence in respect of children or vulnerable adults
  7. Are engaged in:

• terrorism or the material support of terrorism

• the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof

• the sale or manufacture, either directly or indirectly, of weapons

• the production of alcohol, tobacco, or pornography.

1. **Declaration concerning Conflicts of Interest**

We declare that neither we nor, to the best of our knowledge, our Representatives have an undisclosed conflict of interest with NRC, in accordance with [NRC’s Conflict of Interest Policy (the Policy).](https://www.nrc.no/resources/policy-doc/conflict-of-interest-policy/)

Where any potential conflict of interest exists between our Representatives and NRC or any NRC staff member, we shall notify NRC in writing of the potential conflict using [Form F in the Policy](https://www.nrc.no/resources/policy-doc/conflict-of-interest-policy/). We understand that the Policy and the Form is available on [NRC’s website](https://www.nrc.no/resources/policy-doc/conflict-of-interest-policy/) or that we can contact the NRC Procurement focal point, as mentioned in the tender documentation. NRC shall then determine whether action is required.

A conflict of interest can be due to a relationship with an NRC staff member such as family or friends.

We understand that if we fail to report a potential conflict of interest and are later found to have a conflict of interest, we may be removed from the NRC vendor database.

1. **Declaration concerning compliance with national law**

We declare that we and, to the best of our knowledge, our Representatives:

* 1. comply with all applicable laws and regulations in effect in the country or countries where the Contract will be carried out.
  2. comply with all applicable export laws concerning the country or countries where the Contract will be carried out.
  3. are registered with the relevant government authority with regard to taxation for the duration of the Contract.
  4. pay taxes according to all applicable national laws and regulations for the duration of the Contract.

1. **Declaration concerning compliance with labour standards**

We declare that we and, to the best of our knowledge, our Representatives:

We declare that we and, to the best of our knowledge, our Representatives comply with applicable national labour law standards and the International Labour Organisation Declaration on Fundamental Principles and Rights at Work.

Specifically, we declare that we and, to the best of our knowledge, our Representatives comply with the following minimum labour standards:

* 1. Working Conditions

1. All workers receive a contract of employment that is written in a language they understand.
2. All workers are free to leave after giving reasonable notice.
3. All workers have the right to join or form trade unions of their own choosing and to bargain collectively.
4. No worker is required to lodge ‘deposits’ or identity papers or immigration documents in order to obtain employment.
   1. Wages and benefits
   2. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. Wages are always sufficient to meet basic needs.
   3. No deductions from wages are made as a disciplinary measure.
   4. Working time
   5. Working hours comply with national laws and benchmark industry standards, whichever affords greater protection. Whenever possible working hours do not exceed 48 hours per week (8 hours per day).
   6. Workers are provided with at least one day off for every 7-day period.
   7. Health and safety
   8. Steps are 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.
   9. Workers receive regular and documented health and safety training, and such training is repeated for new workers.
   10. Workers have access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage is provided.
   11. Accommodation, where provided, is clean, safe and adequately ventilated.
   12. Discrimination and abuse
   13. No worker is forced, bonded or an involuntary prison worker.
   14. There is no discrimination at the workplace based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
   15. Measures are in place 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.
   16. Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, are prohibited.
   17. Persons under 18
5. No persons under the age of 18 shall be engaged in work which is hazardous to their health or safety, including night work.
6. The working hours and nature of work of any worker who is under the age of 18 shall not interfere with their opportunity to complete his or her education.
7. **Declaration concerning the environmental standards**

We declare that we and, to the best of our knowledge, our Representatives comply with applicable national environmental law standards and with international environmental standards, to the greatest extent possible.

Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

* 1. We respect national and international environmental legislation and regulation.
  2. We ensure that production and extraction of raw materials for production does not contribute to the destruction of the resources and income base for marginalised populations, such as in claiming large land areas or other natural resources on which these populations are dependent.
  3. We take environmental measures into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. This includes reasonable steps to minimise negative environmental impacts (e.g. emissions, water usage, waste) and to use - where possible - sustainable resources. Local, regional and global environmental aspects shall be considered. The local environment at the production site will not be exploited or degraded by pollution and waste.
  4. We carefully manage hazardous chemicals and other substances in accordance with documented safety procedures.

1. **Declaration concerning protection from sexual exploitation and abuse**

We and, to the best of our knowledge, our Representatives comply with international standards related to protection from sexual exploitation and abuse (PSEA) and sexual harassment.

Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

* 1. We take sexual misconduct seriously and ensure that any employee found to have carried out sexual misconduct will be subject to disciplinary action.
  2. We will ensure, that none of our employees engage in any sexual activity with persons (adult or child) in relation with this contract regardless of the age of majority or consent locally.
  3. We will ensure that none of our employees produce, procure, distribute or use sexually explicit material in any activities under the Contract or on any sites used under the Contract.
  4. We will ensure that none of our employees will exchange money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading, or exploitative behaviour. This prohibition extends to any use of sex trade workers. If any sexual misconduct is found to have taken place, such employees face disciplinary action.
  5. We shall report any incident or complaint of sexual misconduct or child abuse related to the activities carried out under the Contract through NRC’s PSEA and Safeguarding Unit at psea@nrc.no.
  6. We shall report any known or reported sexual relationship between our employees and NRC staff to NRC.

1. **Declaration concerning protection of children**

We declare that neither we nor, to the best of our knowledge, our Representatives are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. We commit to upholding international and national laws and policies regarding child safeguarding.

Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

* 1. We support and protect the complainant, survivors and witnesses of any raised incidents or complaints of sexual misconduct or child abuse.
  2. We will ensure, that our employees will not abuse or exploit children or act in a manner that may place a child at risk of harm.
  3. We will ensure that our employees are not left alone with children.
  4. We will ensure our employees will not ask children for personal contact details without a valid reason to do so.
  5. We listen, to the best of our ability, to children’s views and opinions and treat boys and girls in a manner that is respectful of their rights and dignity during the performance of the Contract.
  6. We shall report any suspicion of child safeguarding concerns through the Complaints and Feedback Mechanism, provided by the NRC contract focal point and at [psea@nrc.no](mailto:psea@nrc.no).

1. **Declaration concerning anti-human trafficking**

We declare that neither we nor, to the best of our knowledge, our Representatives are engaged in trafficking in persons as defined in the protocol to Prevent, Suppress and Punish Trafficking in Persons or the UN Convention against Transnational Organized Crime.

Specifically, we declare that we and, to the best of our knowledge, our Representatives adhere to the following standards:

* 1. We do not solicit persons for the purpose of employment, or offer employment by means of materially false or fraudulent pretences, representations, or promises.
  2. We do not charge employees recruitment fees.
  3. We do not provide or arrange housing for employees that does not meet host country housing and safety standards.
  4. We commit to report any suspected violations of this clause to NRC immediately.
  5. We commit to make our Representatives aware of the trafficking related prohibitions outlined above and share the Global Human Trafficking Hotline Information with them (1-844-888-FREE, [help@befree.org](mailto:help@befree.org)).

1. **General**

We understand that:

* 1. The Declaration will be kept on file for a period of 10 years.
  2. The Declaration will be updated every year or more often as appropriate.
  3. We must inform NRC immediately in the event that there is a change to the Declaration.
  4. NRC may perform checks to verify that the ethical standards are adhered to and shall be granted reasonable access to our premises and to our documentation, computer systems etc, in order to be allowed to do so.
  5. In the event that NRC deem that we fail to meet or are not taking appropriate steps to meet, the ethical standards, NRC may immediately terminate any and all contracts and agreements we have with them and at no cost to NRC.

1. **Requirement to notify NRC**

We shall immediately notify NRC through the Complaints and Feedback Mechanism, provided by the NRC contract focal point if:

* 1. Any allegations of alleged corruption, sexual exploitation or abuse, or child abuse are made against us or, to the best our knowledge, our Representatives, during the Contract, whether relating to the Contract or not.
  2. Any allegations are made, or any changes occur, in relation to any of the declarations made herein

**Signed on our behalf as follows:**

|  |  |
| --- | --- |
| Signature |  |
| Name |  |
| Position |  |
| Date |  |
| Place |  |