

Norwegian Refugee Council (Ethiopia)

SECTION 1: Cover Letter (Envelope 1)

Date: 17 April 2024

NRC Ethiopia

Our Reference: ITB/AA/2024/002

**SUBJECT: INVITATION TO BID FOR FRAMEWORK AGREEMENT FOR THE SECURITY GUARDING SERVICE
FOR DIFFERENT PARTS OF BENSANGUL GUMUZ REGION FOR THE PERIOD OF 2 YEARS**

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

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Any request for clarification must be received by NRC in writing and submitted/send to the office according to the schedule listed in Section 2 – Bid Data Sheet

We look forward to receiving your tender **on or before May 1, 2024, 16:00 PM (GMT +3)**, as mentioned in the invitation to tender notice, at the location/address specified in the Instructions to Bidders.

Yours sincerely,

NRC Ethiopia Country Office
Addis Ababa

SECTION 2: Bid Data Sheet (Envelope 1)

1. BACKGROUND DATA

NRC Ethiopia is seeking to contract potential security service provider on Framework Agreement terms for its operation in Assosa and surrounding areas. The Framework Agreement (FWA) will be for a period of Two Years with possibility of an extension subject to availability of donor funds and good performance by the successful security service provider.

This Invitation to bid (ITB) is issued by Norwegian Refugee Council (NRC) Ethiopia Country Office in Addis Ababa Ethiopia. Any correspondence to be addressed to et.tenders@nrc.no

The ITB documents can be obtained from Monday to Friday, 08:30 to 16:00 through the following addresses:

NRC Addis Ababa Country Office

Infront of Alem Cinema

Woreda 03, Bole Sub-city

Addis Ababa

Ethiopia

GPS Location: XQRP+Q34

Or by using this link

<https://www.nrc.no/procurement/>

or

Norwegian Refugee Council

Assosa Area Office,

Kebele 04, Woreda 02,

Near to Binishangul Gumuz Region Police Commission

Assosa Zone, Assosa City,

Ethiopia

GPS Location: 3G8X+GVG

2. SERVICE DESCRIPTION

The location where the service will be provided, and the detail specification of the service is indicated in section 4. Please refer section 4.

3. SCHEDULE & DEADLINE FOR SUBMISSION

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

Stage	Date*	Time** Hrs GMT +3
Invitation to Bid Release	April 17, 2024	06:00 AM
Deadline for Request for any Clarifications from NRC	April 24, 2024	17:00 PM
Last Date on which Clarifications are Issued by NRC	April 26, 2024	16:00 PM
Deadline for Submission	May 1, 2024	16:00 PM

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

**All times are in the local time of Ethiopia and follow the Gregorian calendar.

4. BID GUARANTEE (BID SECURITY BOND)

All bidders are required to submit a bid guarantee (Cashier's Payment Order – CPO) valued at ETB 50,000. Any bid received that does not meet this requirement will automatically be declared ineligible and will not be considered further. The bid security amount is fixed regardless of the value of the bid or the number of lots applied to.

5. MAXIMUM TIME-FRAME FOR DELIVERY

N/A for this bid.

6. MANNER OF SUBMISSION:

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

Complete **Bid Documents must be submitted in TWO SEALED and STAMPED envelopes that** shall be hand delivered at the following address 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.

NRC Addis Ababa Country Office

Infront of Alem Cinema

Woreda 03, Bole Sub-city

Addis Ababa

Ethiopia

GPS Location: XQRP+Q34

Or by using this link

<https://www.nrc.no/procurement/>

OR

Norwegian Refugee Council

Assosa Area Office,

Kebele 04, Woreda 02,

Next to the Police Station close to ARRS Office

Assosa Zone, Assosa City,

Ethiopia

7. ASSESSMENT CRITERIA

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

Step 1: Administrative Compliance Check

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

1. Please refer the bidder’s checklist below at # 8.

Step 2: Technical Evaluation

A Technical Evaluation of all bids received will be conducted to shortlisted bidders who fulfilled the administrative requirements and is given 35%. Criteria that will be used to evaluate and score the technical bids are outlined below:

Criteria	Grades Assigned
<p>Similar experiences and documentation proven in the tender documents, related to the services required under this contract. <i>*Recommendation Letters, Certificate of Completion, Singed Contract should be attached as a proof of Evidence*</i></p> <ul style="list-style-type: none"> • Number of Experiences attached are 7 and above = 15 points • Number of Experiences attached are 5 - 6 = 10 points • Number of Experiences attached are 3 - 4 = 5 points • Number of Experiences attached are 1 - 2 = 1 points • No Experience documents attached = 0 point 	15%
<p>The percentage of payment to be shared for the guards from the fee paid by the NRC to the employment agency <i>after consideration of/ deducting annual leave, uniform (including shoes), allowance, admin costs, profit margin, insurance, pensions, income taxes, VAT/ToT and all other costs.</i></p> <ul style="list-style-type: none"> • 55% and Above = 15 points • 44-54% = 10 points • 34-43% = 5 points • 24-33% = 1 points • Below 23% = 0 point 	15%
<p>Knowledge of public safety and security procedures/protocols; Ability to operate detecting systems and emergency equipment; Surveillance skills and detail orientation. <i>*Training Completion Certificates should be attached as a proof of Evidence*</i></p> <ul style="list-style-type: none"> • 3 Certificates = 5 points • 2 Certificates = 3 points • 1 Certificate = 1 point • No Certificates attached = 0 point 	5%
Total Score Assigned for Technical Evaluation	35%

Step 3: Financial Evaluation

A Financial Evaluation of all bids received will be conducted for the bidders who fulfill the administrative and technical evaluation as well as for offers that are competitively priced. Based on the cumulative result (administrative compliance, technical responsiveness, and financial competitiveness), the one who score high will be awarded. Pricing evaluation is determined at 65% for the lowest price given bidder and a deviation mark is calculated for others.

8. BIDDER'S CHECKLIST:

Description	To Be Filled by Bidder		To Be Filled by NRC Bid Committee		
	Included?		Present & Complete?		Comments
Step/ Document to be Submitted <u>with</u> the Tender Proposal	Yes	No	Yes	No	
Section 2- # 8 Bidder's Checklist – <u>Mandatory-Envelope 1</u>					
Section 3 – General Terms & Conditions – Signed & Stamped – <u>Mandatory - Envelope 1</u>					
Section 4 – Service Provision – Completed, Signed & Stamped – <u>Mandatory - Envelope 1</u>					
Section 5 – Bidding Form – Completed, Signed & Stamped – <u>Mandatory - Envelope 1</u>					
Section 6 – Company Profile & Experience – Completed, Signed & Stamped – <u>Mandatory - Envelope 1</u>					
Section 7 – Service Provision Description and Pricing Proposal – Completed, Signed & Stamped – <u>Mandatory - Envelope 2</u>					
Section 8 – Ethical Standards Declaration – Signed & Stamped – <u>Mandatory - Envelope 1</u>					
Bid Bond/ Security (CPO/ Bank Guarantee) With A Value of ETB 50,000 – <u>Mandatory - Envelope 1</u>					
Supporting Documents					
Copy of Company Trade Registration - <u>Registered in Benishangul Gumuz Region. – Mandatory - Envelope 1</u>					
Copy of Renewed/Valid Business License – <u>Mandatory - Envelope 1</u>					
Copy of Tax Registration (TIN) Certificate– <u>Mandatory - Envelope 1</u>					
Copy of VAT Registration (VAT) Certificate– <u>Mandatory - Envelope 1</u>					
Copy of Proof of Experience – <u>Mandatory - Envelope 1</u>					
Copies of Company Director(s)/Owners ID – <u>Mandatory - Envelope 1</u>					

SECTION 3: NRC Invitation to Bid - General Terms & Conditions (Envelope 1)

1 Scope of Bid

- 1.1 The bid is based on the scope of the assignment as determined in the Bid Data Sheet (Section 2). The instruction to bidders should be read in conjunction with the Bid Data Sheet.
- 1.2 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

2.1 **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:

- a) "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
- b) "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.
- c) 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 terminating works.

2.2 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 Ethiopia

1. ELIGIBLE BIDDERS

1.1. A Bidder shall meet the following criteria to be eligible to participate in NRC procurement of services:

1.1.1. the bidder must provide of:

- 1.1.1.1. Copy of renewed business license registration certificate - Registered in **Benishangul Gumuz Region**.
- 1.1.1.2. Copy of Tax Identification Number (TIN) registration certificate
- 1.1.1.3. Copy of Value Added Tax (VAT) registration certificate (if VAT is to be charged)
- 1.1.1.4. Bid guarantee (Cashier's Payment Order – CPO amounted ETB 50,000)

1.1.2. the bidder must submit all documents requested in # 10 of the current Section.

- 1.1.3. the bidder is not subject to sanctions imposed by the United Nations, European Union (or any of its member states) or United States of America
- 1.1.4. the bidder, at the time of bid, is not:
 - 1.1.4.1. insolvent;
 - 1.1.4.2. in receivership;
 - 1.1.4.3. bankrupt; or
 - 1.1.4.4. being wound up
- 1.1.5. The bidder's business activities have not been suspended.
- 1.1.6. The bidder is not the subject of legal proceedings for any of the circumstances in 3.1.4; and
- 1.1.7. The bidder has fulfilled his or her obligations to pay taxes and social security contributions.

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.
- 1.2. 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; or
- 1.3. 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.
- 1.4. 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 too: child labour, non-discrimination, freedom of association, payment of the legal national minimum wage, and forced labour.
- 2. JOINT VENTURES, CONSORTIA AND ASSOCIATIONS**
 - 2.1. Bids submitted by a joint venture, consortium or association of two or more firms as partners must be made clear in the submitted bid. A copy of the formal agreement between the partners will need to be submitted with bid. NRC reserves the right to exclude bids submitted by joint ventures, consortia or associations in case there is a risk that the partnership fails to deliver the required services.
- 3. ONE BID PER BIDDER PER WORK**
 - 3.1. 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.
- 4. COST OF BIDDING**
 - 4.1. 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.
- 5. INSPECTION**
 - 5.1. 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 service providers. The right to access shall include all documents and information necessary to assess or audit the implementation of the contract.

6. OBTAINING AND COMPLETING BIDDING DOCUMENTS

- 6.1. Bidders can obtain the bidding documents in person from NRC's Country Office Addis Ababa or Field Office, Assosa Logistics Department from Monday to Friday 08:00 AM to 16:00 PM or online from NRC's Website <https://www.nrc.no/procurement/> before the deadline to submission date (May 1, 2024).
- 6.2. 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.

7. CLARIFICATION OF BIDDING DOCUMENT

- 7.1. 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.

8. AMENDMENT OF BIDDING DOCUMENT

- 8.1. 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.
- 8.2. 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.

9. LANGUAGE OF BID

- 9.1. The bid, as well as all correspondence and documents relating to the bid shall be written in English.
- 9.2. 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.
- 9.3. Any translations must be performed by a translator holding a license to translate, recognized by the Courts and Government of Ethiopia.

10. DOCUMENTS COMPRISING THE BID

- 10.1. The bid submitted by the Bidder shall comprise the following:

Envelope 1 (Eligibility and Technical)

- Section 1: Cover letter
- Section 2: Bid Data Sheet
- Section 3: General terms & conditions
- Section 4: SERVICE PROVISION: Technical Description of the Bid Standards
- Section 5: Bidding Form
- Section 6: Company Profile and Previous Experience
- Section 8: Ethical Standards Declaration for all Supply, Service and Works Contractors
- Renewed and Valid Business Registration Certificate (Commercial Registration) Registered in **Benishangul Gumuz Region.**

- Tax Identification Number (TIN) registration certificate (Tax registration)
- Value Added Tax (VAT) registration certificate (if VAT is to be charged)
- Bid guarantee (Cashier's Payment Order – CPO amounted to 50,000ETB)
- Proof of past experience/ references (Copies of contracts/ POs/ completion certificates/ etc.)

Envelope 2 (Financial)

- Section 7: Service Provision Description and Pricing Proposal

- 10.2. 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.
- 10.3. Failure to separate the financial elements of the bid (priced offer and/ or any information that indicates the financial value of the bid) from the rest of the bid will automatically be declared ineligible.

11. BID PRICE FOR SERVICE CONTRACT

- 11.1. All lots 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 service provider under the contract, shall be included in the total bid price submitted by the bidder.
- 11.2. For those bidders who are VAT registered, VAT must be specified.
- 11.3. The bid price shall include the cost of manpower, the profit of the bidder, use of machinery and any other recurring cost to complete the requested services.
- 11.4. The priced offer submitted by Bidders 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:
- 11.4.1. By default, the financial evaluation of the bid will be based on the unit rate of the line item,
- 11.4.2. 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.
- 11.4.3. 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.
- 11.5. 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.

12. CURRENCIES OF BID AND PAYMENT

- 12.1. All prices shall be quoted by the Bidder in Ethiopian Birr (ETB), unless otherwise stated. Similarly, all payments will be made in the same currency. Exchange rate variations between ETB and USD that exceed 10% over a three-month period will allow for an adjustment of the contract

prices equivalent to the variation. The reference will be the official rate as published by the national Bank of Ethiopia

- 12.2. By default, payment will be made within 30 days of completion of delivery and submission of all necessary documentation (Time sheet, Service Completion Report, Invoice, Payment Request Letter, Copy of the Contract Agreement). Failure to provide all necessary documents will result in delays.

13. BID VALIDITY

- 13.1. 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.
- 13.2. 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.

14. ALTERNATIVE BIDS

- 14.1. Bidders shall submit offers that comply with the requirements of the bidding documents, including the service specification. Alternative bids shall not be considered unless otherwise indicated in Section 7 – Priced offer (Envelope 2) where details are provided in Support to service specification.

15. FORMAT AND SIGNING OF BID

- 15.1. 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.
- 15.2. All pages of the submitted tender dossier must be completed, signed, and stamped by the bidder.
- 15.3. Any corrections/ amendments must be initialled and stamped by the bidder.

16. SEALING AND MARKING OF THE BID

- 16.1. The complete bid documents **must be submitted in TWO separate SEALED and STAMPED envelopes** as per the instruction given in Section 3, # 10.
- 16.2. The envelopes shall:
- 16.2.1. be addressed to the Norwegian Refugee Council, in the location specified in the Bid Data Sheet
- 16.2.2. bear the Invitation to Bid (ITB) reference number.
- 16.2.3. no other markings should be on the envelope.
- 16.3. If envelopes are not sealed and marked as required, the Norwegian Refugee Council will reject the bid.

17. DEADLINE FOR SUBMISSION OF BIDS

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

18. CERTIFICATES OF CONFORMITY/ QUALITY ASSURANCE

- 18.1. To the extent possible quality certificates detailing the applicable standards should be submitted with the bid.

19. LATE BIDS

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

20. WITHDRAWAL AND REPLACEMENT OF BIDS

- 20.1. 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:
- 20.1.1. submitted as with Clauses 18 and 19, and in addition, the envelopes shall be clearly marked "WITHDRAWAL" or "REPLACEMENT" and
 - 20.1.2. received by the Norwegian Refugee Council prior to the deadline for submission of bids, in accordance with the Bid Data Sheet
- 20.2. 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. Withdrawal after the Award Letter has been issued will result in the forfeiture of the Bid Guarantee/ Bond.

21. CONFIDENTIALITY

- 21.1. 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.
- 21.2. 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.
- 21.3. 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.

22. CLARIFICATION OF BIDS

- 22.1. 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.

23. BIDS VALIDATION

- 23.1. 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.
- 23.2. 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; the scope, quality, or performance of the services specified in the Contract; or limits in any substantial way, the Norwegian Refugee Council's rights or the Bidder's obligations under the Contract.

24. EVALUATION OF BID

- 24.1. 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:
 - 24.1.1. Location where the service provider registered and acquired trade licence, in this case License Registered in **Assosa Region** (Mandatory Administrative/Eligibility requirement).
 - 24.1.2. Tax Identification Number (TIN) registration certificate (Tax registration), Value Added Tax (VAT) registration certificate (if VAT is to be charged). (Mandatory Administrative/Eligibility requirement).
 - 24.1.3. Bid guarantee (Cashier's Payment Order – CPO amounted to 50,000ETB). (Mandatory Administrative/Eligibility requirement).
 - 24.1.4. Similar experiences and documentation proven in the tender documents, related to the services required under this contract. (Technical evaluation).
 - 24.1.5. Percentage of fee to be shared for the guards from the fee paid by the NRC to the employment agency (Technical evaluation).
 - 24.1.6. Knowledge of public safety and security procedures/protocols; Ability to operate detecting systems and emergency equipment; Surveillance skills and detail orientation. (Technical evaluation).
 - 24.1.7. Price in comparison to other bidders as well as NRC's established rate (Financial evaluation).
- 24.2. 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.
- 24.3. 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.
- 24.4. Norwegian Refugee Council reserves the right to reject all bids, and re-tender if no satisfactory bids are submitted.

25. AWARD PROCEDURE

- 25.1. 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.
- 25.2. Any bidder who has not been awarded a contract, will be notified in writing detailing the reasons why their bid was not selected and will have their Bid Guarantee returned to them.
- 25.3. Until a formal contract is prepared and executed, the Award Letter shall constitute a binding agreement between the bidder and NRC.
- 25.4. The Award Letter will state the sum that the Norwegian Refugee Council will pay the Service Provider in consideration of the services as prescribed in the Contract, and in accordance with the Bid.
- 25.5. The Bidder is thereafter required to submit a Letter of Acceptance confirming their wish to proceed with a contract.

26. SIGNING OF CONTRACT

- 26.1. Upon receipt of the Letter of Acceptance and performance bond, the Norwegian Refugee Council shall call the successful Bidder to sign the Contract.
- 26.2. Within an agreed timeframe, the successful Bidder shall sign, date, and return the Contract to the Norwegian Refugee Council.

SECTION 4: SERVICE PROVISION: Technical Description of the Bid (Envelope 1)

1. SUMMARY OF SERVICES PER LOCATION

The location where the service will be provided, and the detail specification of the service is indicated below:

*Security Guarding Service for NRC Ethiopia for the period of two years.

** **Note that these are estimates and are subject to variations.**

It should be noted that if the services proposed differ from these, bidders must indicate this clearly in the pricing offer and submit a separate service specification document.

No.	Service	Requirement
01	Security Guards Service	Security Guards Service, Securing the guarding stations 24/7. Education Level: Grade 8 and above

The Company is required to provide the following security guards that it assigns.

1. Uniforms 2pcs per year
2. ID batch
3. Torch Light
4. Umbrellas, and
5. Well covered shoe 2 pair per year

We confirm that NRC may in its consideration of our offer, and subsequently, rely on the statements made herein and confirm that we have thoroughly read and understood the service requirements, administrative, technical and financial criteria.

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

SECTION 5: Bidding Form (Envelope 1)

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

a) 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 (E.g., Partnership, Private Limited Company, Etc.)	

b) Owners/Managers

Please fill in the below table with the full names, title/position, the year of birth, and the country of birth of the company's owner(s) and manager(s)*:

Full Name	Title / Position	Birth Year	Birth Country

* 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. Owners and managers include

but are not limited to Chief Executive Officer, Chief Operating Officer, Chair of the Board, Executive Director, Director, Manager.

c) 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.				
...				

d) Company Bank Account Details:

Beneficiary Name:

Beneficiary Account No.:

Beneficiary Bank:

Bank Branch:

SWIFT:

IBAN:

Bank Address:

2. 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.				
...				

3. Bid Validity

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

4. 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.

We, the Bidder confirm the documents attached to this offer are those validated by us in the Section 2, # 6. Bidder's checklist.

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 No:
Title of Signatory:	Name of Company:
Signature & Stamp:	Date of Signing:
	Address:

SECTION 6

Company Profile and Previous Experience (Envelope 1)

1. PAST EXPERIENCE/ REFERENCES

S.N.	Type of Service Provided*	Name of the Company to Who the Service is Provided	Period of the Work	Value of the Contract
1				
2				
3				
4				
5				

** Please attach proof of successful completion of the contracts (i.e., certificates of completion, references, etc.)*

2. PERCENTAGE OF FEE TO BE SHARED FOR THE GUARDS FROM THE FEE PAID BY NRC TO THE EMPLOYMENT AGENCY.

--

We confirm that the information provided above are correct and genuine.

Name of Signatory:	Tel N°:
Title of Signatory:	Name of Company:
Signature & Stamp:	Date of Signing:

SECTION 7: Service Provision Description and Pricing Proposal (Envelope 2)

Table below shows the breakdown description of service component. Please provide your price offer in the table below.

S.N.	Location Description	UoM	Quantity	Unit Cost (ETB) Incl. all Applicable Taxes & Costs (VAT, annual leave, uniform, allowance, admin, margin, pension, income tax, insurance, and other costs)
1.	Assosa Area Office	Per Person Per Month	1	
2.	Bambasi Camp Guest House and Office	Per Person Per Month	1	
3.	Bambasi Yeap Center	Per Person Per Month	1	
4.	Tsore Office/Guest House	Per Person Per Month	1	
5.	Sherkole/Office/Guest House	Per Person Per Month	1	
6.	Sherkole Yeap Center	Per Person Per Month	1	
7.	Metekel/Gilgelbeles	Per Person Per Month	1	

****NOTE**

- Kindly note that the question “**PERCENTAGE OF FEE TO BE SHARED FOR THE GUARDS FROM THE FEE PAID BY NRC TO THE EMPLOYMENT AGENCY.**” on page 19 has to be answered and submitted **with envelop 1.**
- Use **BIDDER’S CHECKLIST**, provided on page 8, to make sure that you do not miss anything.
- For the tender evaluation criteria, please refer to pages 3 and 4.

SECTION 8

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:

- a. Meet the ethical standards in this declaration ('ethical standards')
- b. 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:

- a. Explain to NRC in what way we do not currently meet the ethical standards.
- b. Agree a plan and timeline with NRC to implement changes that allow us to meet the ethical standards.
- c. Provide regular updates to NRC on the implementation plan.

2. Declaration concerning status.

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

- 2.1. 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.
- 2.2. Are involved in any form of fraud, corruption, collusion, coercive practice, bribery, involvement in a criminal organisation or other illegal activity.
- 2.3. Are insolvent, in receivership, bankrupt, or being wound up.

2.4. Have suspended activities.

2.5. Are subject to legal proceedings related to 2.1.

2.6. 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

2.7. 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.

3. 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.

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. 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.

4. Declaration concerning compliance with national law.

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

- 4.1. comply with all applicable laws and regulations in effect in the country or countries where the Contract will be carried out.
- 4.2. comply with all applicable export laws concerning the country or countries where the Contract will be carried out.

- 4.3. are registered with the relevant government authority with regard to taxation for the duration of the Contract.
- 4.4. pay taxes according to all applicable national laws and regulations for the duration of the Contract.

5. 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:

5.1. Working Conditions

- a. All workers receive a contract of employment that is written in a language they understand.
- b. All workers are free to leave after giving reasonable notice.
- c. All workers have the right to join or form trade unions of their own choosing and to bargain collectively.
- d. No worker is required to lodge 'deposits or identity papers or immigration documents in order to obtain employment.

5.2. Wages and benefits

- a. 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.
- b. No deductions from wages are made as a disciplinary measure.

5.3. Working time

- a. 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).
- b. Workers are provided with at least one day off for every 7-day period.

5.4. Health and safety

- a. 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.
- b. Workers receive regular and documented health and safety training, and such training is repeated for new workers.
- c. Workers have access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage is provided.
- d. Accommodation, where provided, is clean, safe and adequately ventilated.

5.5. Discrimination and abuse

- a. No worker is forced, bonded or an involuntary prison worker.
- b. There is no discrimination at the workplace based on ethnic background, religion, age, disability, gender,

marital status, sexual orientation, union membership or political affiliation.

- c. 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.
 - d. 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.
- 5.6. Persons under 18**
- a. No persons under the age of 18 shall be engaged in work which is hazardous to their health or safety, including night work.
 - b. 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.

6. 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:

- 6.1. We respect national and international environmental legislation and regulation.
- 6.2. 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.
- 6.3. 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.
- 6.4. We carefully manage hazardous chemicals and other substances in accordance with documented safety procedures.

7. 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:

- 7.1. We take sexual misconduct seriously and ensure that any employee found to have carried out sexual misconduct will be subject to disciplinary action.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. We shall report any known or reported sexual relationship between our employees and NRC staff to NRC.

8. 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:

- 8.1. We support and protect the complainant, survivors and witnesses of any raised incidents or complaints of sexual misconduct or child abuse.
- 8.2. 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.
- 8.3. We will ensure that our employees are not left alone with children.
- 8.4. We will ensure our employees will not ask children for personal contact details without a valid reason to do so.
- 8.5. 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.
- 8.6. 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.

9. 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:

- 9.1. We do not solicit persons for the purpose of employment or offer employment by means of materially false or fraudulent pretences, representations, or promises.
- 9.2. We do not charge employees recruitment fees.
- 9.3. We do not provide or arrange housing for employees that does not meet host country housing and safety standards.
- 9.4. We commit to report any suspected violations of this clause to NRC immediately.
- 9.5. 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).

10. General

We understand that:

- 10.1. The Declaration will be kept on file for a period of 10 years.
- 10.2. The Declaration will be updated every year or more often as appropriate.
- 10.3. We must inform NRC immediately in the event that there is a change to the Declaration.
- 10.4. 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.
- 10.5. 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.

11. Requirement to notify NRC.

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

- 11.1. 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.
- 11.2. 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	

