**Norwegian Refugee Council (NRC)**

**ONE YEAR RENTAL VEHICLE FRAMEWORK AGREEMENT**

**NRC- MZR- 2021- 02**

**Our reference: NRC-MZR- 2021-02**

##### SUBJECT: INVITATION TO TENDER FOR ONE YEAR RENTAL VEHICLE FRAMEWORK AGREEMENT FOR NRC NORTH (MAZAR, SAR-E-PUL, KUNDOZ AND MAIMANA)

Dear Mr./Ms.,

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

Any request for clarification must be received by NRC in writing at least 5 working days before the deadline for submission of tenders. NRC will reply to bidders' questions at least 2 working days before the deadline for submission of tenders.

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

We look forward to receiving your tender at the address specified in the Instructions to Bidders before 2nd March 20214:00PM as stated in the procurement notice.

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

Yours sincerely,

This ITB document contains the following:

* This cover Letter
* Section 2: Bid Data sheet
* Section 3: NRC Invitation to bid general terms & condition
* Section 4:Technical description of the Bid
* Section 5: Bidding form
* Section 6: Company Profile and Previous Experience
* Section 7: Service Description & Pricing Proposal
* Section 8: Logistics Companys Ethical Standards Declaration

**Sections highlighted in green must be completed by the bidder.**

**SECTION 2**

**Bid Data Sheet**

1. **BACKGROUND DATA**

|  |  |
| --- | --- |
| Rental Vehicle Framework Agreement: NRC – North (Mazar, Sar-e-Pul, Kundoz, Maimana)  | ITB Number:NRCMZR2021001 |

This bid is issued by Norwegian Refugee Council (NRC North provinces therefore Any correspondence can be addressed the following address office.

* Norwegian Refugee Council (NRC), District#5, House # 79, Hazhda Chaman Street, Near to Estiqlal School, Mazar-e-Sharif, Afghanistan
1. **SCOPE OF SERVICE**

The Contracts eligible for bidding are:

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract No.** | **Country** | **Location** | **Service Description**  |
| NRC-MZR-2021-02 | Afghanistan | Mazar- North Area | Rental Vehicle Framework Agreement Contract |

 *Please refer to the service specifications in section 4*

1. **SCHEDULE & DEADLINE FOR SUBMISSION**

The deadline for submission of bids is 4:00 pm on the 02-March-2021. Late bids will not be accepted.

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **TIME\*** |
| Invitation to Bid release | 18-Feb- 2021 | 8:00 am  |
| Deadline for request for any clarifications from NRC | 28- Feb-2021 | 4:00 pm |
| Last date on which clarifications are issued by NRC | 01- March-2021 | 02:00pm |
| Deadline for submission of tenders (receiving date, not sending date) | 02–March-2021 | 04:00pm |
| Tender opening session by NRC  | 07-March -2021 | 9:00am |
| Notification of award to the successful tenderer | TBD | TBD |
| Signature of the contract | TBD | TBD |

\* All times are in the local time of Afghanistan

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

1. **MANNER OF SUBMISSION:**

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

Complete sealed bid documents shall be hand delivered at **Norwegian Refugee Council (NRC), District#5, House # 79, Hazhda Chaman Street, Near to Estiqlal School, Mazar-e-Sharif,** Afghanistan. Not later than 02 March, 2021 on the due date indicated above. Tenders will be opened thereafter in the presence of the tenderers or their representatives who choose to attend.

1. **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. Sections 5-9 completed, signed and stamped
2. Bidder has included a copy of their valid business licence

**Step 2: Technical Evaluation**

A Technical Evaluation of all bids received will be conducted in a committee. Criteria that will be used to evaluate and score the bids are outlined in Section 3, Clause 25

**Step 3: Financial Evaluation**

Price in comparison to NRC established expectation and in comparison to other bidders of comparable technical quality

**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 instruction 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/ services and works, 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 Afghanistan
1. **ELIGIBLE BIDDERS**
	1. A Bidder shall meet the following criteria to be eligible to participate in NRC procurement of Services:
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 labor, non-discrimination, freedom of association, payment of the legal national minimum wage, and forced labor.
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 SERVICE**

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.
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. **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.
* Company Profile and Previous experience (as in Section 6)
* Service Description and Pricing Proposal (as in Section 7)
* Signed and stamped Logistics Company Ethical Standards Declaration 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 SERVICE CONTRACT**
	1. Bid prices are for complete contracts. Contracts cannot be subdivided into pieces. Where a bid is submitted, all relevant services must be offered.
	2. Items for which no rate or price is entered by the Bidder will be as not quoted.
	3. Unless otherwise specified in Section 2 - 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.
	4. For bidder subject to VTA, VTA should be mentioned in the offers
	5. The prices 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:
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.
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.
4. 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.
5. **According to article No 73 of Income Tax law of 1384 amended to Article No 72 the Client will withhold:**

**2% of contract value, if the Contractor holds a valid business license,**

**7% of contract value, if the Contractor does not have valid business license.**

1. **CURRENCIES OF BID AND PAYMENT**

All prices shall be quoted by the Bidder in **AFN,** unless otherwise stated. Similarly, all payments will be made in AFN only.

1. **BID VALIDITY**
	1. Bids shall remain valid for a period of **1 years** 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.
	3. A Bidder must confirm in writing his acceptance of the extension. In case of extension, modification of the bid is not permitted.
2. **ALTERNATIVE BIDS**

Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and 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”
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 services 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 existing market rate (Financial evaluation)
7. Overall timeframe for the service (Technical evaluation)
8. Previous experiences in similar service (Technical evaluation)
9. Demonstrated excellence in service, support and warranties (Technical evaluation)
10. Adherence to Ethic, environmental, anti-corruption NRC policies (Technical evaluation)
	1. Earlier experiences and documentation proven in the tender documents, related to the service required under this contract (Technical evaluation) 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 maybe 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. The Norwegian Refugee Council reserves the right to reject all bids, and re-tender if no satisfactory bids are submitted
11. **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 service 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.
12. **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.

**SECTION 4**

**SERVICE PROVISION: Technical description of the bid**

**TENDER PURPOSE AND EXPECTED RESULTS:**

The Norwegian Refugee Council are seeking to rent vehicles for the North provinces of Afghanistan with the below specifications for their humanitarian activities in Balkh, Kunduz, Faryab and Saripul provinces of Afghanistan.

**Note: Service provider should have the Company representative in all above mentioned provinces (Mazar, Kunduz, Saripul and Faryab) should be available on site whenever is needed for Repairing and Maintenance of Vehicle, Fuel and Change of Vehicle)**

**Vehicle Purpose:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No** | **Description** | **Specification** | **Unit** | **Quantity** | **Unit Price**  |  |
| 1 | **Mazar** – Toyota Picnic (1 vehicle) with maximum running in a month each 1800 KM including driver, fuel and maintenance. | Model 1994 or above well equipped As bellow mentioned requirement for Toyota Corolla, Saracha, Picnic and Flying Coach  | Month | 1 |  |  |
| 2 | **Mazar**- Toyota Corolla (1 vehicle) with maximum running in a month each 1800 KM including driver, fuel and maintenance. | Month | 1 |  |  |
| 3 | **Mazar** – Toyota Corolla (1 vehicle ) on daily bases with maximum 100 KM per day including driver, fuel and maintenance should be available within 30 minutes  | day | 1 |  |  |
| 4 | **Sar-e-Pul**–Toyota Corolla (1 vehicle) with maximum running in a month 1700 KM including driver, fuel and maintenance. | Model 1994 or above well equipped  As bellow mentioned requirement for Toyota Corolla, Saracha, Picnic and Flying Coach | Month | 1 |  |  |
|  5 | **Sar-e-Pul**- Toyota Corolla (1 vehicle) on daily bases with maximum 100 KM per day including driver, fuel and maintenance, should be available within 30 minutes | day | 1 |  |  |
| 6 | **Maimana**- Minibus Flying Couch (1 vehicle) with maximum running in a month 2000 KM including maintenance , driver and fuel  | Model 1994 and above well equipped As bellow mentioned requirement for Toyota Corolla, Saracha, Picnic and Flying Coach  | Month | 1 |  |  |
| 7 | **Maimana**- Toyota Corolla (1 vehicle) with maximum running in a month 2000 KM including maintenance , driver and fuel | Month | 1 |  |  |
| 8 | **Maimana**- Toyota Saracha (1 vehicle) with maximum running in a month 2000 KM including maintenance , driver and fuel | Month | 1 |  |  |
| 9 | **Maimana** - Toyota Corolla (1 vehicle) on daily bases with maximum 100 KM per day including driver, fuel and maintenance. should be available within 30 minutes | day | 1 |  |  |
| 10 | **Kundoz**- Toyota Corolla (1 vehicle) with maximum running in a month 2000 KM including driver, fuel and maintenance. | Model 1994 or above well equipped As bellow mentioned requirement for Toyota Corolla, Saracha, Picnic and Flying Coach  | Month | 1 |  |  |
| 11 | **Kundoz**- Toyota Saracha (1 vehicle) with maximum running in a month 2000 KM including driver, fuel and maintenance. | Month | 1 |  |  |
| 12 | **Kundoz** - Toyota Corolla (1 vehicle) on daily bases with maximum 100 KM per day, including driver, fuel and maintenanceshould be available within 30 minutes | day | 1 |  |  |

**Additional information:** Vehicle and Driver insurance will be on service provider additionally vehicles may travel to Hard to reach areas (under AOG Controlled Area)

**Payment Terms:**

The payments will be made on a monthly basis, based upon submission of an invoice and logbook and after any clarifications about the invoice are made.

**Vehicle Specifications:**

**Toyota Corolla:**

**1. A) Toyota Corolla and Saracha (Model 1994 or above) including the following:**

* Left Hand Drive, Petrol Engine
* Vehicle in full working order – including fully functioning instrument panel
* Passenger Capacity – 5 people
* Seat Belts on all seats in Good Condition
* Tires, including spare, in good condition
* Air conditioner (both hot and cold) should be fully functional
* Fire extinguisher & set of tools
* Fuel Consumption is to standard of manufacturer specifications
* Odometer reading in KMs
* Any color except military colors
* First Aid kits, connection cable and Holder cable should be including in each vehicle
* Petrol and oil for emergency cases should be available in each vehicle
* Metal chain for tires during winter season

**1. B) Toyota Picnic (Model 1994 or above) including the following:**

* Left Hand Drive, Petrol Engine
* Vehicle in full working order- including fully functioning instrument panel
* Passenger Capacity – 7 people at least
* Seat Belts on all seats in Good Condition
* Tires, including spare, in good condition
* Air conditioner (both hot and cold) should be fully functional
* Fire extinguisher & set of tools
* Fuel Consumption is to standard of manufacturer specifications
* Odometer reading in KMs
* First Aid kits, connection cable and Holder cable should be including in each vehicle
* Petrol and oil for emergency cases should be available in each vehicle
* Metal chain for tires during winter season (if required)

**C) Toyota Flying Coach (Model 1994 or above) including the following:**

**•** Left Hand Drive, Diesel Engine

• Vehicle in full working order- including fully functioning instrument panel

• Passenger Capacity – 10 people at least

• Seat Belts on all seats in Good Condition

• Tires, including spare, in good condition

• Air conditioner (both hot and cold) should be fully functional

• Fire extinguisher & set of tools

• Fuel Consumption is to standard of manufacturer specifications

• Odometer reading in KMs / Miles

• First Aid kits, connection cable and Holder cable should be including in each vehicle

• Petrol and oil for emergency cases should be available in each vehicle

• Metal chain for tires during winter season (if required)

**2. Registration documents:**

* Update Registration documents **must** be provided for all vehicles
* NRC require copies of all registration documents. Originals must be provided from which NRC will take photocopies

**3. Driver:**

* Driver with valid license with having previous experience – NRC require copies of the driving license for each assigned driver.
* NRC having adequate experienced rental drivers which working with NRC several years, if any drivers introduced by Logistics Company company must be prior communicated and agreed mutually.
* Driver has to be able to complete a vehicle logbook, agree to and sign NRC driver’s manual and agree to NRC Security Guidelines and Code of Conduct. If the driver supplied by the vehicle rental company fails to comply with any aspect of these procedures, or behaves in any fashion detrimental to the good standing of NRC, or in any way impedes NRCs work, then the rental will be terminated with immediate effect and NRC will not be responsible for any payment
* Standard working hours will be from7:00 am until 5:00pm Sunday to Thursday
* In Emergency cases or base of projects need, NRC may use these vehicles 24 hours per day during the rental period. Any vehicles provided under this agreement will be parked in the NRC compound during the night.
* NRC retain the right to vet company’s authorities, company and also interview and vet the drivers, prior to assignment under this agreement
* The Lessor shall pay the salary and per diems of the driver. NRC will allocate a phone with sim cards to each driver through which they can contact NRC for work related calls. NRC will also cover accommodation and overnight allowance if for any reason vehicles are required to overnight outside of office per NRC policy.
* The Logistics Company is responsible for ensuring that drivers receive annual leave, bereavement leave, sick leave and any other applicable leave in accordance with Afghan labor law. Replacement drivers must be provided by the Logistics Company to ensure the vehicles remain operational – NRC retain the right to interview and vet replacement drivers.
* NRC expect contractor`s to pay no less than **15000AFN** as driver salary per month to each driver. NRC can request evidence of driver’s monthly salaries.
* The drivers may call for duty beyond the time frame mentioned in this section for any official reason.
* The driver is not allowed to parked the vehicle anywhere except office compound 24/7 during official days. Except giving pre approval from the NRC authorized.

**4. Tools and Equipment**

* Each vehicle must be equipped with the following
* Complete standard first aid kit
* Full working vehicle fire extinguisher
* Minimum of 2 litters of reserve engine oil
* Spare Tire
* Toolbox
* Jack with handle in good working condition
* Wheel nut brace/ wrench
* Set of emergency repair tools
* Insulation tape
* Pulling cable
* Battery start cables

**5. Maintenance**

* The Logistics Company shall be responsible for all the repair and maintenance of its vehicles under this contract. Any expenses incurred by NRC in urgent cases must also be reimbursed by the Logistics Company
* The service provider shall carry out regular maintenance and service of the vehicle – this should be done during non-working hours. If any maintenance or service is required during working hours, then a replacement vehicle shall be provided by the Logistics Company. Failure to do so will result in non-payment for any days that the vehicle is not available – this will be calculated at a pro-rata basis.
* At a minimum, each vehicle should be serviced every 1500KM – 2000KM at which point the following should be changed: Motor Oil, Oil Filter and Fuel filter
* The service provider shall undertake all liabilities for any accident or damage to the vehicle or by the vehicle to the third parties
* Vehicle replacement within 6 hours, if breakdown/accident occurs.

**6. Fuel:**

* Fuel should be provided by rental company, up to 2000kms (monthly). NRC will not accept any fuel cost till 2000kms and if vehicle run more than 2000kms NRC will pay the extra cost of fuel per Kms.

**8. Other**

* **Vehicle may remain at NRC compound overnight it is expected that contractor`s will have insurance that would cover any loss or damage. NRC cannot be held accountable for any loss or damage incurred to the rented vehicles to NRC compound.**
* **All encumbrances and taxes related to the vehicle and driver shall be borne by the Logistics Company**.

**LOT A: MONTHLY VEHICLE RENTAL**

* Under this requirement, NRC will rent vehicles on a full time basis. The expectation is between 15- 25 vehicles to North Area Office(Mazar) and Sub offices (Sar-e-Pul, Kundoz, Maimana) to be rent, this quantity may increase or decrease by NRC based on program needs during the course of the contract. NRC will issue official letter specifying the number of vehicles required with the same specification and agreed monthly rent.
* Vehicles may be required to stay at NRC compound full-time when rented by NRC

**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):** |  |
| **Registered Address:** |  |
| **Country of registration** |  |
| **Nature of primary business/trade:** |  |
| **Business licence number:** |  |
| **Registration date:** |  |
| **Expiry date:** |  |
| **Legal status of company (eg. partnership, private limited company, etc.)** |  |
| **Primary contact name:** |  |
| **Job title:** |  |
| **Primary contacts address:** |  |
| **Phone:** |  |
| **Email:** |  |

 ***\* 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. **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** | **Address** |
|  |  |  |
|  |  |  |
|  |  |  |

 *\* 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. |  |  |  |  |
| 4 |  |  |  |  |

1. **Company bank account details:**

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

1. **Framework Agreement**

NRC are seeking Logistics company who are interested in entering into a fixed price Framework Agreement (Framework Contract) that would allow fixed prices and fluctuating order frequency during the course of the contract.

1. In the event of contract award, please confirm you are willing to enter into a fixed price agreement with NRC.
* Yes
* No
1. **Owned Vehicles and Equipment**

Please provide details of any relevant vehicles/ equipment/ machinery owned by the company that would be used for this contract: *(do not mention rented items)*

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: Company Profile and Previous Experience; completed, signed and stamped | ☐ |
| Section 7: Service Description & Pricing Proposal; completed, signed and stamped | ☐ |
| Section 8: Logistics Company’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**

**COMPANY PROFILE AND PREVIOUS EXPERIENCE**

The Bidder is requested to:

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **#** | **Name of Project / Type of Service** | **Total value of the performed Services (AFN**) | **Duration of the service 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 service 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

**\* NRC expect Logistics Companys to pay no less than 15000 AFN per month and 5000AFN Eid bonus per year to each driver. NRC can request evidence of payment.**

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

**SECTION 8**

**LOGISTICS COMPANY’S ETHICAL STANDARDS DECLARATION**

NRC as a humanitarian organization expects its Logistics Company’s 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 Logistics Company 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 organisation.
4. **Anti-corruption and Logistics Company’s’ compliance with laws and regulations:**
	1. The Logistics Company confirms that it is not involved in any form of corruption.
	2. Where any potential conflict of interest exists between the Logistics Company or any of the Logistics Company’s’ staff members with any NRC staff member, the Logistics Company 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 Logistics Company will immediately notify senior NRC management if exposed for alleged corruption by representatives of NRC.
	4. The Logistics Company shall be registered with the relevant government authority with regard to taxation.
	5. The Logistics Company shall pay taxes according to all applicable national laws and regulations.
	6. The Logistics Company warrants that it is not involved in the production or sale of any weapons including anti-personnel mines.
5. **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 behavior, 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.
6. **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 organization.

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

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

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

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

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