



Norwegian Refugee Council (NRC)

Invitation to Bid Works

NRC/SL/HRG/2024/002

SECTION 1 Cover Letter

Hargeisa Somaliland
Date: 05th February -2024

Reference#; 8202809/1205130

**SUBJECT: INVITATION TO TENDER FOR THE CONSTRUCTION OF FOUR GREEN
HOUSES WITH COMPELETE DRIP IRRIGATION, PIPELINE EXTENSION AND FENCING.**

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 and the accompanying tender guarantee of USD amount at the address specified in the Instructions to Bidders before **20th February-2024 at 10:00am**, 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,
NRC Procurement Department
On behalf of the Bid Analysis Committee

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: Work Schedule
- ✓ Section 7: Company Profile and Previous Experience
- ✓ Section 8: Bill of Quantities
- ✓ Section 9: Ethical Standards Declaration
- ✓ ANNEX A: Technical Drawings

SECTION 2 Bid Data Sheet

1. Background Data

Contract Name: Construction of Four Green Houses with complete drip irrigation system, pipe line extension and fencing	Contract Number: 8202809/1205130
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This bid is issued by Norwegian Refugee Council (NRC). Any correspondence can be addressed to the following address: **NRC Somaliland Hargeisa Office, Near Airport Road behind Ambassador Hotel.**

2. Scope of Work

Contract No.	Country	Location	Work Description
1205130	Somaliland	Burao	Construction of four green houses with complete drip irrigation system, pipeline extension and fencing

Please refer to the technical specifications, drawings, and BOQs for more details.

MAXIMUM TIME-FRAME FOR COMPLETION OF WORKS: The overall schedule for works for each contract must be completed as per the attached format. However, you are expected to prepare a schedule to complete the works within 60 days.

3. Schedule & Deadline for Submission

The deadline for submission of bids is at **10:00am on the 20th of February-2024.** **Late** bids will not be accepted.

	DATE	TIME*
Invitation to Bid release	6 th February-2024	8:00am
Information session meeting` / site visit (if any)	8 th February-2024	2:00pm
Deadline for request for any clarifications from NRC	15 th February-2024	4:00pm
Last date on which clarifications are issued by NRC	18 th February-2024	4:00pm
Deadline for submission of bids (receiving date, not sending date)	20 th February-2024	10:00am
Tender opening session by NRC	21 st February-2024	10:00am
Notification of award to the successful tenderer	25 th February-2024	10:00am
Signature of the contract	27 th February-2024	10:00am

* All times are in the local time of Hargeisa Somaliland

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

4. Manner of Submission

Please submit your bids in accordance with the requirements detailed below: Complete sealed bid documents shall be hand delivered at NRC Office at Hargeisa Office Near Airport Road Behind Ambassador Hotel not later than at 10:00am, on the due date indicated above. Tenders will be opened on the **21st of February** in the presence of the tenderers or their representatives who choose to attend.

5. Assessment Criteria

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

Step 1: Administrative compliance check (10 points)

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 from ministry of commerce and industry and Tax clearance certificate from ministry of finance and from Somaliland authority (**pass marks is 5points**)

Step 2: Technical Evaluation (40 points)

A Technical Evaluation of all bids received will be conducted for bidders that pass Step 1 - Administrative compliance check. Criteria that will be used to evaluate and score the bids are outlined below and in section 3 clause 27.1:

Criteria Selection for The Bid of Greenhouse Construction with The Supply Of Seeds		Marks %
Criteria	Working experience (companies track record of similar works (please attached awarded contract/PO or certificate of completion as evidence and updated company profile. No Similar Projects = 0 points, 1 similar project with at least 1 proof of experience =6 points, 2 similar projects with 2 or more proof of experience = 12 points, 3 similar projects with 2 or more proof of experience = 20 points.	20%
	Delivery time (detailed work schedule for the construction or the greenhouse) <ul style="list-style-type: none"> • Below 8 weeks - zero (o) points • Above 8 weeks and below 11 weeks - 5 points • 11 weeks - 10 points 	10%
	CV of qualified and expertise (agronomists) Agronomists- to have bachelor's degree in agriculture with minimum 10 years' experience. (>1<3 years=3 points, >3< 10 years =5 points, ≥10	10%

	years=10 points).	
Total Score		40%

Step 3: Financial Evaluation (50 points)

1. Price in comparison to NRC established expectation and in comparison, to other bidders of comparable technical quality - **(40 points)**

2. Current bank account statement with stamped this to show whether the company is financially capacitated for pre-financing - (10points) as per the below break downs.
 - \$ 25,000 and above will get full mark - 10 points.
 - Above 10,000 and below \$ 25,000 - 5 points
 - Below 10,000 - zero (0) points

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> tender	Ye s	No	Ye s	No	
Fully Completed, signed, and stamped tender bid documents (Section 5 - 9)- Compulsory					
Supporting documents					
Copy of company registration from ministry of commerce and industry - Somaliland - Compulsory					
Copy of tax clearance from ministry of finance- Somaliland - Compulsory					

To be filled in by NRC bid committee only	Eligible	Ineligibl e
Outcome of administrative eligibility check.		

SECTION 3

NRC Invitation to Bid - General Terms & Conditions

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
 - terminate 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 Somalila**

3 Data Protection and Security

3.1 NRC expects contractors who process personal data comply with the General Data Protection Regulation (EU GDPR) and any relevant national legislation. Suppliers processing personal data on an NRC contract will be required to sign a data processing / sharing agreement as a part of the contract. Refusal to sign such an agreement constitutes refusal of the contract terms and

forfeiture of the contract on the part of the supplier.

4 Eligible Bidders

4.1A Bidder shall meet the following criteria to be eligible to participate in NRC procurement of Works:

- a) the bidder, at the time of bid, is not:
 - i. insolvent;
 - ii. in receivership;
 - iii. bankrupt; or
 - iv. being wound up
- b) the bidder's business activities have not been suspended;
- c) the bidder is not the subject of legal proceedings for any of the circumstances in (b); and
- d) 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.
- e) A Bidder, and all parties constituting the Bidder including sub-contractors, shall not have a conflict of interest. All Bidders found to have an undisclosed 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.

4.2A 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.

4.3NRC reserves the right to refuse a bid at any time if the bidder or any party constituting the Bidder, including one of its sub-contractors violates any of the ethical standards provided in section 9 of the Invitation to Bid.

5 Joint Ventures, Consortia and Associations

Bids submitted by a joint venture, consortium or association of two or more firms as partners will not be accepted.

6 One Bid Per Bidder Per Work

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

7 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.

8 Site Visit

The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

9 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 organisation or person mandated by it, to premises belonging to NRC or its contractors. The right to access shall include all documents and information necessary to assess, or audit the implementation of the contract

10 Obtaining and Completing Bidding Documents

10.1 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.

10.2 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.

11 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.

12 Amendment of Bidding Document

12.1 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.

12.2 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.

13 Language of Bid

- 13.1 The bid, as well as all correspondence and documents relating to the bid shall be written in English.
- 13.2 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.
- 13.3 Copies of official documents such as business registration, tax documents, bank guaranty can be provided in their issuance language.

14 Documents Comprising the Bid

- 14.1 The bid submitted by the Bidder shall comprise all the mandatory documents listed in Section 2 Paragraph 06. Bidders' checklist.
- 14.2 All forms must be completed without any alterations to the format, and no substitutes shall be accepted. All blank spaces shall be filled with the information requested.

15 Bid Price for Works Contract

- 13.1 Bid prices are for complete contracts. Contracts cannot be subdivided into pieces unless is divided into lots. Where a bid is submitted per contract / lot, all relevant BoQ must be completed.
- 13.2 The Bidder shall fill in rates and prices for all items of the Works/supply or service described in the drawings and specifications and listed in the BoQ, Items for which no rate or price is entered by the Bidder will not be paid for by the Norwegian Refugee Council when executed and shall be deemed covered by the other rates and prices in the BoQ.
- 13.3 Unless otherwise specified in the Bid Data Sheet, all duties, taxes and other levies payable by the contractor under the contract, shall be included in the total bid price submitted by the bidder.
- 13.4 For bidder subject to VAT, VAT should be mentioned in the offers
- 13.5 The priced Bill of Quantities submitted by any Bidder shall be checked for arithmetical errors and for what might be considered unreasonable rates during the evaluation. Where errors are identified one or more of the following steps may be taken:
 - a) 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.
 - b) 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.

- c) 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.

16 Currencies of Bid and Payment

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

17 Bid Validity

17.1 Bids shall remain valid for a period of 30 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.

17.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Norwegian Refugee Council may request Bidders in writing to extend the period of validity of their bids. A Bidder must confirm in writing his acceptance of the extension. In case of extension, modification of the bid is not permitted.

18 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.

19 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.

20 Sealing and Marking of the Bid

20.1 The Bidder shall enclose their bid for each contract as per Section 2 Paragraph 4. Manner of Submission.

20.2 The envelopes shall:

- (a) be addressed to the Logistics Office, Norwegian Refugee Council, in the location specified in Section 2 - the Bid Data Sheet
- (b) bear the Contract number
- (c) no other markings should be on the envelope

20.3 If all envelopes are not sealed and marked as required, the Norwegian Refugee Council might decide to reject the bid

21 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.

22 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.

23 Withdrawal and Replacement of Bids

23.1 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:

- (a) submitted as with Clauses 20 and 21, and in addition, the envelopes shall be clearly marked "WITHDRAWAL" or "REPLACEMENT" and
- (b) received by the Norwegian Refugee Council prior to the deadline for submission of bids, in accordance with Section 2 - the Bid Data Sheet

23.2 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.

24 Confidentiality

24.1 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.

24.2 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.

24.3 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.

25 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.

26 Bids Validation

26.1 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

26.2 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;

- a) the scope, quality, or performance of the Works specified in the Contract; or
- b) limits in any substantial way, the Norwegian Refugee Council's rights or the Bidder's obligations under the Contract

27 Evaluation of Bid

27.1 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.

Descriptions	Score criteria	Comments
Completion and inclusion of requested information and supporting documents (Administrative compliance) to be submitted with the tender		
<ol style="list-style-type: none"> a) Validity licenses for Ministry of commerce, Somaliland. b) Copy of tax Clearance Certificate from ministry of finance, Somaliland 	10 (each 5 points)	Important notice: The pass marks are 5 points.
Total score criteria (Administrative compliance)	10	
Technical Evaluation supporting documents		
<p>Working experience (companies track record of similar works (please attached awarded contract/PO or certificate of completion as evidence and updated company profile.</p> <p>No Similar Projects = 0 points, 1 similar project with at least 1 proof of experience =6 points, 2 similar projects with 2 or more proof of experience = 12 points, 3 similar projects with 2 or more proof of experience = 20 points.</p>	20	
<p>Delivery time (detailed work schedule for the construction or the greenhouse)</p> <ul style="list-style-type: none"> • Below 8 weeks – zero (o) points • Above 8 weeks and below 11 weeks – 5 points • 11 weeks - 10 points 	10	

CV of qualified and expertise (agronomists) Agronomists- to have bachelor’s degree in agriculture with minimum 10 years’ experience. (>1<3 years=3 points, >3<10 years =5 points, ≥10 years=10 points).	10	
Total score criteria (Technical evaluation)	40	
Financial supporting documents		
Bill of Quantities in comparison to NRC estimated rate (Financial evaluation)	40	
Financial capacity - Current bank account statement with stamped this to show whether the company is financially capacitated for pre-financing - (10points) as per the below breakdowns. \$ 25,000 and above will get full mark - 10 points. Above 10,000 and below \$ 25,000 - 5points Below 10,000 - zero (0) points	10	
Total score criteria (Financial evaluation)	50	
Grand total score (Administrative compliance, Technical and Financial evaluation)	100	

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27.2 In case of two contractors being scored the same in the evaluation, the one with the highest technical ranking will be awarded the contract.

27.3 Anti-money laundering, anti-bribery, anti-corruption and anti-terrorism legislation applicable in some jurisdictions and donor regulations require NRC to screen contractors against various lists including but not limited to the United Nations Security Council Sanctions List and World Bank debarment lists to ensure due diligence. Submission of the bid constitutes acceptance of these screening practices on the part of the Bidder.

27.4 Norwegian Refugee Council reserves the right to reject all bids, and re-tender if no satisfactory bids are submitted

28 Award Procedure

28.1 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

28.2 Any bidder who has not been awarded a contract, will be notified in writing

28.3 Until a formal contract is prepared and executed, the Award Letter shall

constitute a binding agreement between the bidder and NRC.

28.4 The Award Letter will state the sum that the Norwegian Refugee Council will pay the Contractor in consideration of the Works as prescribed in the Contract, and in accordance with the Bid.

28.5 The Bidder is thereafter required to submit a Letter of Acceptance, confirming their wish to proceed with a contract.

29 Signing of Contract

29.1 Upon receipt of the Letter of Acceptance, the Norwegian Refugee Council shall call the successful Bidder to sign the Contract.

29.2 Within an agreed timeframe, the successful Bidder shall sign, date, and return the Contract to the Norwegian Refugee Council.

30 Contract

30.1 The Contractor-to-be will comply with a Works Contract, which will foresee, among others, the following commitments:

- a) Non-exploitation of child labour and respect of basic social rights and working conditions (including security regulations and insurance for labour);
- b) Provide transport, with insurance coverage for the materials, up to the warehouse and construction sites;
- c) Accomplish the works, according to the required quantities and technical specifications indicated in the Bill of Quantities and Technical Drawings (SECTIONS 7 and 8), within the proposed timeframe

31 Sub Contracting

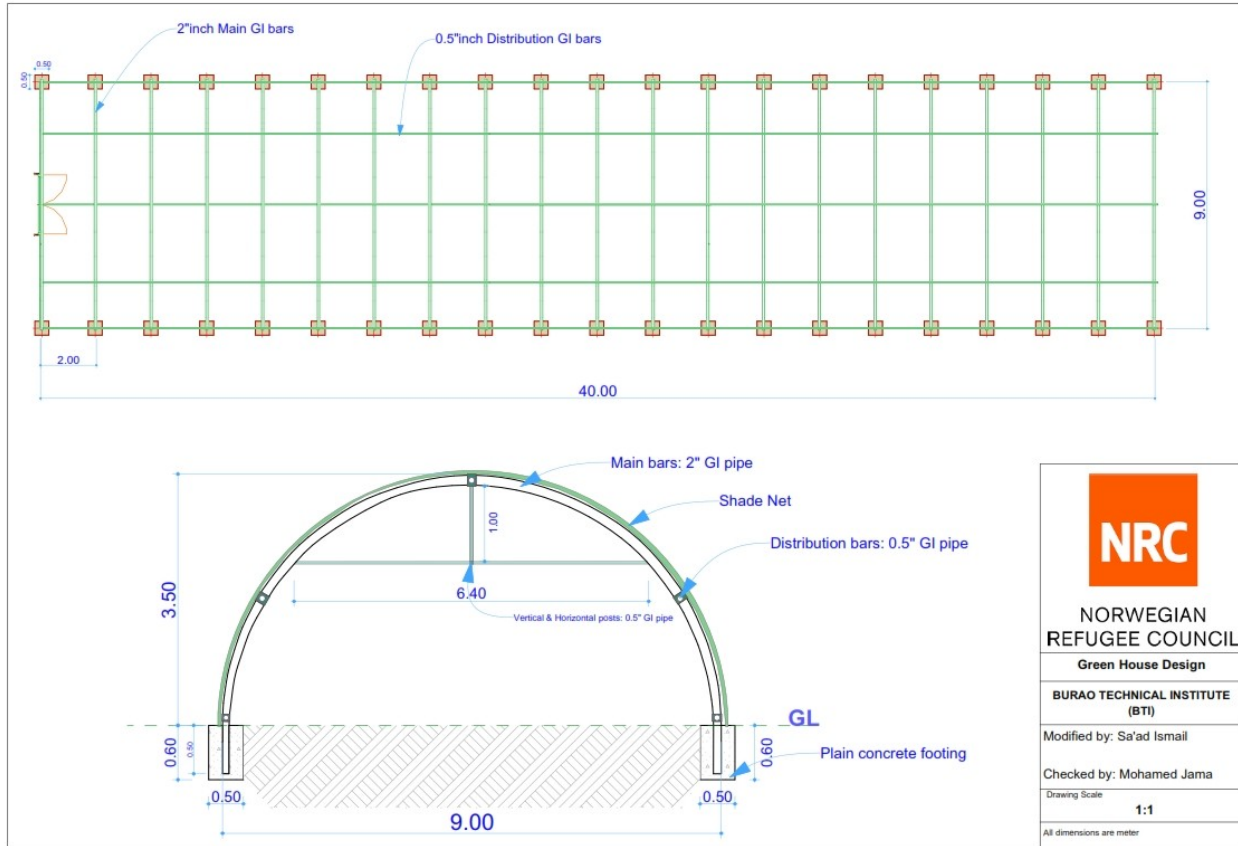
Please be advised that subcontracting is not permitted. Bidders must have the capacity to complete the works themselves.

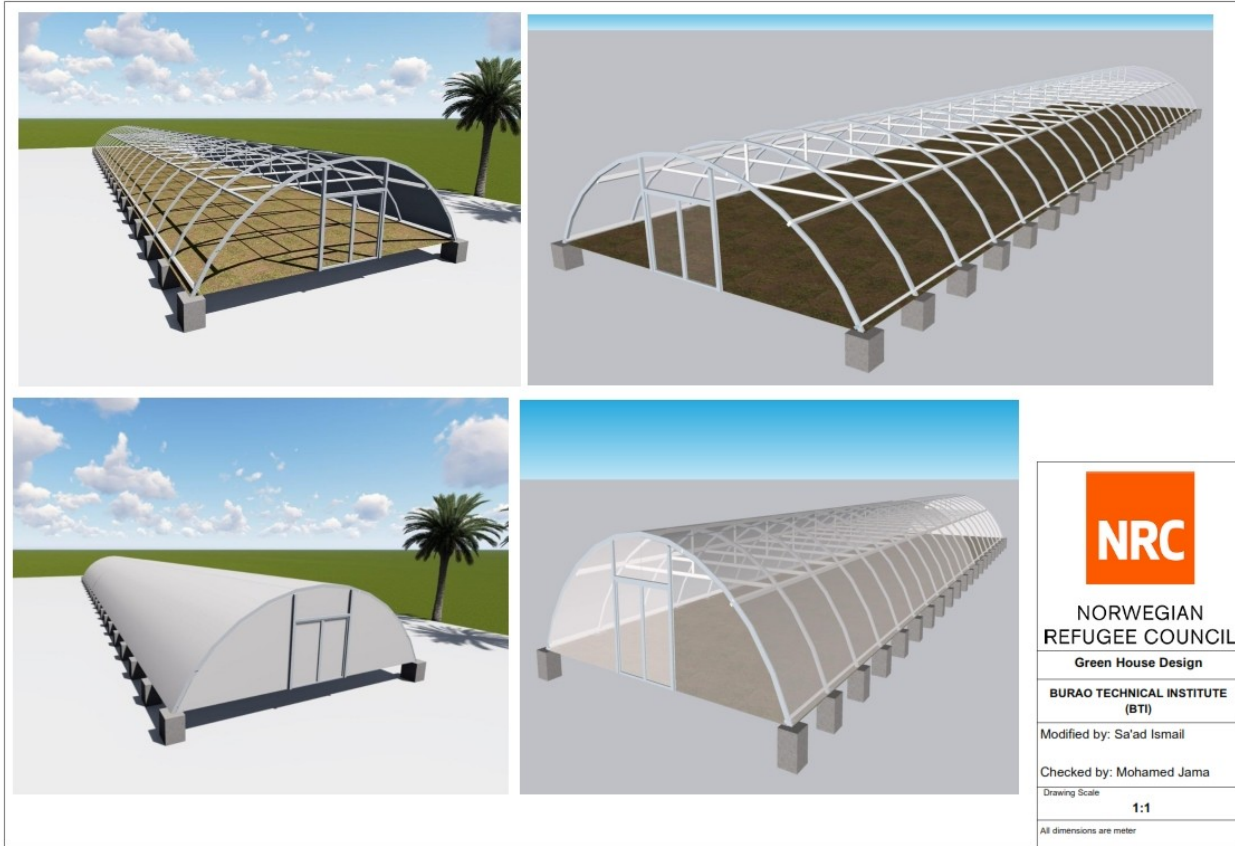
32 Explosive Hazards

If this contract takes place in areas with Explosive Hazards, NRC accepts no liability for injury and/or death to contractor's staff or damage to contractor's property. It is the responsibility of the Contractor to check sites / ensure sites are checked for Explosive Hazards, informing their staff of the potential risks of undertaking works where Explosive Hazards may be present, providing staff with appropriate training on Explosive Hazards, and maintaining appropriate insurance / funding to cover injury and/or death of their staff which may arise.

SECTION 4

Works Contract - Technical Description of the Bid





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

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 (eg. 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 Coun
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			try

** Please note this information is necessary in order to conduct the vetting procedure referred to in clause 26 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. **Please submit the copies of Passport/ID for owners/ managers of the company.***

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. Equipment

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

Type of machinery/ equipment/ vehicles	Quantity
1.	
2.	
3.	
4.	
5.	
6.	
...	

4. Defects Liability/Guarantee Period

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

5. Bid Validity

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

6. 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 Paragraph 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 N°:
Title of Signatory:	Name of Company:
Signature & stamp:	Date of Signing:
	Address:

SECTION 6 Work Schedule

Attach the work schedule here:

Schedule to include:

- 1- Duration of each sub-activity
- 2- Total duration of the works

#	Activity	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week ...
1												
2												
3												
4												
5												
6												

3. Detailed list of proposed **Personnel/Manpower** involved in the activities (e.g. engineers, site supervisors, foremen, masons, carpenters, plumbers, unskilled labors, etc.) with an estimate of the total man-day completed by each of the skills.

The Submission of the Manpower shall follow the below simple format:

#	Proposed Personnel/Manpower	# of workers allocated to this project
1		
2		
3		
4		
...		

NOTE: The list shouldn't be limited to this Form in regards to the number of proposed Key Personnel.

A comprehensive list has to be submitted adapting the Form to the necessary rows.

SECTION 7

Company Profile and Previous Experience

The Bidder is requested to:

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

#	Name of Project / Type of work	Total value of the performed works (.....)	Duration of the works contract	Starting date	Ending date	Contracting Authority / Contact person / Phone / Email
1						
2						
3						
4						
5						

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

NRC may conduct reference checks for previous contracts completed

SECTION 8

Bill of Quantities

Preamble to Bill of Quantities

- NRC has the faculty to contract all or part of the requested supply and works, according to budget availability;
- The supply and works should be the best available in the market;
- The Bidder should submit **supporting documents** concerning the proposed construction materials and works (i.e. catalogues, models, brands, drawings, technical documentation, technical specifications, etc. of the offered items);
- **All the materials to supply and the works to execute must be approved by the NRC Representative, prior to delivery and execution.**
- Costs must include all duties, taxes and other levies payable by the contractor under the contract and all mobilization costs specified in section 3.

BOQ FOR THE CONSTRUCTION OF FOUR GREEN HOUSES COMPELETE WITH DRIP IRRIGATION PIPELINE EXTENSION AND FENCING.					
A Construction of 9M x 40m Greenhouse with a complete drip irrigation System installation					
No	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
1	Mobilization, Preparation of site, clearing out, ploughing, leveling and removing of shrubs, weeds etc from site	Ls	1		
2	supply Greenhouse Steel structure/main frame tunnel made of galvanized iron pipes of 2inch dia curved as per the attached sketch	Pcs	63		
3	Supply of greenhouse Shade nets (polyethylene cover - 200 micron greenhouse sheet the size of the net is to cover a greenhouse of 40m long, 9m wide and 3m height- (Saudi Arabia product))	M2	750		
4	supply greenhouse Tomato seeds-indeterminate tomato variety	gram	100		
5	Supply fertilizers	Kg	1		
6	Insect control sprayer and 1 Paper	pcs	20		
7	supply seed trays	Pcs	30		
8	Supply trolling rope	pcs	6		
10	Install Drip irrigation system (using 1" pipes with all necessary fittings such filters, end cups etc)	Ls	1		
11	Installation services of greenhouse this includes prefabrication of the main steel structures, tie pipes, covering of the greenhouse net installation of a complete system of drip irrigation	Ls	1		
12	Organic compost (Cattle Manure) 6 tOn truck	Load	2		
13	Transportation of materials	Ls	1		
14	Provide and installation of 1/2 " GI horizontal pipes as shown in the sketch and those for tomato trolling , this includes provision and installation/fixation of the pipes	Pcs	50		
15	Cast Plain cement concrete of 1;3;6 mix at the footing of the steel structures this includes excavation of a 50cmx40cmx60cm footing pits	Cum	5		

16	Provision and installation of elevated galvanized steal water tank of 1 CUM with steal structure support of 2.5meter above the ground level. This will include pipeline from the tank to the drip irrigation distribution points including all necessary fittings.	Tank	1		
Total for one greenhouse					
Sub- total - A - For four greenhouse (4 units)					
B. Other facilities required for the construction of the greenhouse					
No	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
1	Construction of a mesh wire fence wall of 2m height with 4cm angle iron posts erected at every 2-meter interval with concrete footing,	ML	140		
2	provide and install steel gate of 3.5m wide and 2,5m height with its concrete columns of 25cm x 25cm.	Job	1		
3	Draw a 1.5inch GI pipe from the residential BLDGs to the greenhouses this includes all necessary fitting, gate valves etc. each green house will have a separate gate valve of 3/4 inch and distribution chamber	ML	170		
4	Green house cultivation and management (overall responsibility) of the green houses for one cropping season (3 months min) the MGT will be handed over to BTI administrative upon the harvesting of the first crops	Job	1		
5	supply Complete dressing set (cloth, boots, gloves and glasses)	Set	2		
Sub-total B - other facilities					
Summery					
1	Sub- total - A - For four greenhouse (4 units)				
2	Sub-total B - other facilities				
Total cost for A + B in USD					

NOTE: In case of discrepancy between BoQs and Drawings, the BoQs will prevail. In case of discrepancy between drawings, the one at larger scale will prevail.

Prepared by:	
Name:	
Position:	
Signature:	
Date:	
Stamp:	

SECTION 9: *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 of 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	