**Norwegian Refugee Council (NRC)**

**Internet Services**

**JUB: 4618**

Place: Juba South Sudan

Date: Nov 17, 201**Our reference:** PR No. JUB: 4618

##### SUBJECT: INVITATION TO TENDER FOR Internet Services

Dear Sir/Madam

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

Tender details:

|  |  |  |
| --- | --- | --- |
| Deadline for request for any clarifications from NRC | Dec 1th | 16:45 |
| Last date on which clarifications are issued by NRC | Dec 5th | 16:45 |
| Deadline for submission of tenders (receiving date, not sending date) | Dec 18th | 16:45 |
| Tender opening session by NRC | Dec 20th | 10:00 |

**For inquiries on this ITB, please contact by Email ONLY to the following address:** [**ispprocurement@nrc.no**](mailto:ispprocurement@nrc.no)

**Bids must not be sent to the above email. All bids documents shall be send to the following email address:** [**tenderbox@nrc.no**](mailto:tenderbox@nrc.no)

**IMPORTANT NOTE: Bids that are not sent to** [**tenderbox@nrc.no**](mailto:tenderbox@nrc.no) **will be disqualified** costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

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,

Rehana Zawar

Country Director

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: Service Provision Schedule
* Section 7: Company Profile and Previous Experience
* Section 8: Service Description & Pricing Proposal
* Section 9: Suppliers Ethical Standards Declaration

**Sections 5-9 must be completed by the bidder.**

**SECTION 2**

**Bid Data Sheet**

1. **BACKGROUND DATA**

|  |  |
| --- | --- |
| Contract Name: INTERNET SERVICES | Contract Number: JUB:4618 |

This bid is issued by Norwegian Refugee Council (NRC office in Juba, South Sudan).

Any correspondence can be addressed to the following email address: [**ispprocurement@nrc.no**](mailto:ispprocurement@nrc.no)

1. **SCOPE OF SERVICE**

The Contracts eligible for bidding are:

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract No.** | **Country** | **Location** | **Service Description** |
| JUB:4618 | South Sudan | Country Wide | Internet services |

Please refer to the service specifications in section 4

1. **SCHEDULE & DEADLINE FOR SUBMISSION**

The deadline for submission of bids is **Dec 18th 2017** at **16:45 hours**  Late bids will not be accepted.

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **TIME\*** |
| Invitation to Bid release |  |  |
| Deadline for request for any clarifications from NRC | Dec 1th | 16:45 |
| Last date on which clarifications are issued by NRC | Dec 5th | 16:45 |
| Deadline for submission of tenders (receiving date, not sending date) | Dec 18th | 16:45 |
| Tender opening session by NRC | Dec 20th | 10:00 |
| Notification of award to the successful tenderer | Dec 27 |  |
| Signature of the contract | Jan 15th |  |

\* All times are in the local time of South Sudan

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 bid documents shall be submitted not later than Dec 18th Dec, 2017, Time 16:45 to the electronic tender box BY EMAIL TO THE FOLLOWING ADDRESS: [**tenderbox@nrc.no**](mailto:tenderbox@nrc.no)

Tenders will be opened thereafter in the presence of the tenderers or their representatives who choose to attend.

**IMPORTANT NOTE**:

Bidders are encouraged to do the assessment of needful regulatory documents for doing business in South Sudan, by getting the information from the National Communication Authority (NCA) in South Sudan through the below contacts:

Website: [www.nca-ss.org](http://www.nca-ss.org)

Email: **info@nca-ss.org**

**Tel : +211 973 000 044**

**Physical Address: National Communication Authority South Sudan Located in Gumbo along Juba-Bor Road.**

**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 to shortlisted bidders. 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 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 [rehana.zawar@nrc.no](mailto:rehana.zawar@nrc.no)

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 labour, non-discrimination, freedom of association, payment of the legal national minimum wage, and forced labour.
6. **JOINT VENTURES, CONSORTIA AND ASSOCIATIONS**

Bids submitted by a joint venture, consortium or association of two or more firms as partners will only be accepted in exceptional circumstances.

1. **ONE BID PER BIDDER PER WORK**

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

1. **COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Norwegian Refugee Council shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1. **INSPECTION**

NRC is obliged to ensure that its procurement decisions are clearly justified and documented and keeping within the Donors mandatory principles. In that regard, full and on-the-spot access must be granted to representatives of NRC, the Donor or any organization or person mandated by it, to premises belonging to NRC or its contractors. The right to access shall include all documents and information necessary to assess, or audit the implementation of the contract

1. **OBTAINING AND COMPLETING BIDDING DOCUMENTS** 
   1. 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 through this Email [**ispprocurement@nrc.no**](mailto:ispprocurement@nrc.no)

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 its 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.
* Service provision Schedule (as in Section 6)
* Company Profile and Previous experience (as in Section 7)
* Service Description and Pricing Proposal (as in Section 8)
* Signed and stamped Supplier Ethical Standards Declaration in Section 9
  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. 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. **CURRENCIES OF BID AND PAYMENT**

All prices shall be quoted by the Bidder in US dollars, DDP, Incoterms 2010. Similarly, all payments will be made in US Dollars

1. **BID VALIDITY**
   1. Bids shall remain valid for a period of one year after the date of the bid submission deadline as prescribed by Norwegian Refugee Council. A bid valid for a shorter period shall be rejected as non-compliant.
   2. In exceptional circumstances, prior to the expiration of the bid validity period, the Norwegian Refugee Council may request Bidders in writing to extend the period of validity of their bids. A Bidder must confirm in writing his acceptance of the extension. In case of extension, modification of the bid is not permitted.
2. **ALTERNATIVE BIDS**

Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical specifications. Alternative bids shall not be considered unless otherwise indicated in Section 2 in 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**

Not Applicable: All the BIDs should be send to the address stated in section 2.

* 1. If bids are not send as required the Norwegian Refugee Council will reject the bid

1. **DEADLINE FOR SUBMISSION OF BIDS**

Bids must be received by the Norwegian Refugee Council at the email address given and no later than the date and time indicated in Section 2 (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 bids shall be clearly stated in a subject “WITHDRAWAL” or “REPLACEMENT” and
3. received by the Norwegian Refugee Council prior to the deadline for submission of bids, in accordance with Section 2 – the Bid Data Sheet
   1. After the opening of bids, modifications to bids must be documented and any discussions reported in writing. A bid may be withdrawn at any stage, with written notice.
4. **CONFIDENTIALITY**
   1. Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the best evaluated Bidder is communicated to all Bidders.
   2. Any effort by a Bidder to influence the Norwegian Refugee Council in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.
   3. From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Norwegian Refugee Council on any matter related to the bidding process, it should do so in writing to ispprocurement@nrc.no.
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 NRC estimated rate (Financial evaluation)
7. Overall timeframe for the service (Technical evaluation)
8. Schedules (Key Personnel and Activity schedule) (Technical evaluation)
9. Previous experiences in similar works (Technical evaluation)
10. Demonstrated excellence in service, support and warranties (Technical evaluation)
11. Adherence to Ethic, environmental, anti-corruption NRC policies (Technical evaluation)
12. Earlier experiences and documentation proven in the tender documents, related to the service required under this contract (Technical evaluation)

Administrative Conformity

Bids will be checked to determine if they comply with the essential requirements of the ITB and as per the Administrative Compliance in Section 25.1 (a) above.. A Bid is deemed to comply if it satisfies all the conditions, procedures and specifications in the ITB without substantially departing from or attaching restrictions with them. If a Bid does not comply with the ITB, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

During the Administrative Conformity process the Supplier Approval process will be held. Based on section 5-9 .

Technical Evaluation

The Evaluation Committee will rule on the technical admissibility of each Bid as per the Technical Evaluation in Section 25.1 (c),(d), (e), (f), (g), (h) above, classifying it as technically compliant or non-compliant. The technical evaluation will be based on the information on the documents and specifications for ‘supplies’, and both the task to be carried out under the ITB, and the professional ability of the Bidder for ‘services’. If a Bid does not meet the technical specifications as specified in the ITB it will be rejected

Financial Evaluation

The Evaluation Committee will not necessarily choose on the basis of lowest price alone but will award a contract on the basis of criteria such as best value for money, price, and quality

25.2. Anti-money laundering, anti-bribery, anti-corruption and anti-terrorism legislation applicable in some jurisdictions may require NRC to verify the identity of the bidder prior to financial transactions. NRC reserves the right to use online screening tools to check the bidder’s record with regards to their possible involvement in illegal or unethical practices.

25.3The Norwegian Refugee Council reserves the right to reject all bids, and re-tender if no satisfactory bids are submitted

1. **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 services 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.
2. **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:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Office** | **Upstream** | **Downstream** | **Contention** |
| Juba Office | 3072 Kbps | 6144 Kbps | 1:1 |
| Juba Guest House 1 11House 1 | 512 Kbps | 1024 Kbps | 1:4 |
| Juba Guest House 2 | 512 Kbps | 1024 Kbps | 1:4 |
| Aweil | 1024 Kbps | 2048 Kbps | 1:1 |
| Alek | 1024 Kbps | 2048 Kbps | 1:1 |
| Bor | 1024 Kbps | 2048 Kbps | 1:1 |
| Twic East | 1024 Kbps | 2048 Kbps | 1:1 |
| Akobo | 1024 Kbps | 2048 Kbps | 1:1 |
| DUK | 512 Kbps | 1024 Kbps | 1:1 |

**Internet Requirements**

* Group bandwidth for all the sites i.e. Provide NRC with the total bandwidth of all the offices as on the above table and distribute the bandwidth according to NRC’s Request.
* Flexibility of distributing the bandwidth remotely and promptly.
* Reuse of the current equipment where possible

NOTE: Bidder IS REQUIRED TO CONSIDER THE CURRENT NRC EQUIPMENT AND SUGGESST THE NEEDFUL FOR REQUIRED SERVICE

**CURRENT HARDWARE EQUIPMENT INSTALLED IN THE NRC SITES**

|  |  |  |  |
| --- | --- | --- | --- |
| **Current Equipment** | | | |
| **Serial #** | **Office (sites)** | **Equipment Type** | **Remarks** |
| 1. | Juba Office | Radwin 5,000 WiMax CPE, Microtik Router | These sites are on a group bandwidth on a point to multi point connection. (NB WiMAX and Radwin Equipment’s are not owned by NRC) |
| 2. | Juba Guest House 1 | WiMax Outdoor CPE, Microtik Router |
| 3. | Juba Guest House 2 | Wimax Outdoor CPE, Microtik Router |
| 4. | Aweil | VSAT C-Band, 1.8M antenna, 5 Watt BUC, iDirect X3 modem | NRC owned |
| 5. | Alek | VSAT C-Band, 1.8M antenna, 5 Watt BUC, iDirect X3 modem | NRC owned |
| 6. | Bor | VSAT C-Band, 1.8M antenna, 5 Watt BUC, iDirect X3 modem | NRC owned |
| 7. | Twic East | VSAT C-Band, 1.8M antenna, 5 Watt BUC, iDirect X3 modem | NRC owned |
| 8. | Akobo | VSAT C-Band, 1.8M antenna, 5 Watt BUC, iDirect X3 modem | NRC owned |

**MINIMUM NRC STANDARD HARDWARE EQUIPMENT FOR V-SAT**

* 1. 1.8m Antenna
  2. 10 Watt BUC
  3. LL LNB
  4. iDirect X3 Modem

**IMPORTANT NOTE: THE EQUIPMENTS UNDER SERIAL # 1-3 (WiMAX and Radwin) DO BELONG TO CURRENT SERVICE PROVIDER (NOT to NRC)**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Detailed Description of Service** | **Unit** | **Period of Delivery** |
| **1** | **Shipment and installation of Equipment (if needful)** | **Up to bidder to define** | **January 2018** |
| **2** | **Provision of Internet (NRC LOCATIONS)** | **Monthly** | **January 2018** |
| **3** |  |  |  |
| **4** |  |  |  |
| **…** |  |  |  |

Bidders can submit an offer for one or several or all sites. Offers must clearly show which sites are included.

**SECTION 5**

**BIDDING FORM**

**Please provide information against each requirement.**

Additional rows can be inserted for all questions as necessary. If there is insufficient space to complete your answer in the space provided, please include on a separate attachment with a reference to the question.

1. **Bidder’s general business details**
2. **General information**

|  |  |
| --- | --- |
| **Company name:** |  |
| **Any other trading names of company:** |  |
| **Registered name of company (if different):** |  |
| **Nature of primary business/trade:** |  |
| **Primary contact name:** |  |
| **Job title:** |  |
| **Phone:** |  |
| **Email:** |  |
| **Registered Address:** |  |
| **Business licence number:** |  |
| **Country of registration** |  |
| **Registration date:** |  |
| **Expiry date:** |  |
| **Legal status of company (eg. partnership, private limited company, etc.)** |  |

1. **Owners/Managers**

Please fill in the below table with the full names and the year of birth of the company’s owner(s) and manager(s)\*:

|  |  |
| --- | --- |
| **Full name** | **Year of birth** |
|  |  |
|  |  |
|  |  |
|  |  |

*\* Please note this information is necessary in order to conduct the vetting procedure referred to in clause 25 of the Invitation to Bid-General Terms and Conditions.*

1. **Employees**

Please list the employees who would be involved with NRC in the event of contract award:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Employee name** | **Job title** | **Role on NRC project** | **Phone** | **Email** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| … |  |  |  |  |

1. **Company bank account details:**

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

1. **References**

Please provide details of at least 3 client references whom NRC may contact, preferably from NGOs and UN agencies, for similar related works:

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

1. **Defects Liability/Guarantee Period**

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

|  |
| --- |
|  |

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: Service Provision Schedule; completed, signed and stamped | ☐ |
| Section 7: Company Profile and Previous Experience; completed, signed and stamped | ☐ |
| Section 8: Service Description & Pricing Proposal; completed, signed and stamped | ☐ |
| Section 9: Supplier’s ethical standards declaration; completed, signed and stamped | ☐ |
| Copy of valid business licence | ☐ |

We understand that NRC is not bound to accept the lowest, or indeed any bid, received.

We agree that NRC may verify the information provided in this form itself or through a third party as it may deem necessary.

**We confirm that NRC may in its consideration of our offer, and subsequently, rely on the statements made herein.**

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

**SECTION 6**

**Service Provision Schedule**

**Service Schedule:**

Attach the Service schedule here:

Schedule to include:

* + - 1. Detailed list of service components to be completed in reference to Service Description & Pricing Proposal (Section 8)
      2. Duration of each of the activities and completion date.

Table for breakdown of service provision

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Activity** | **Week 1** | **Week 2** | **Week 3** | **Week 4** | **Week 5** | **Week 6** | **…** |
|  |  |  |  |  |  |  |  |
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|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Activity** | **Service Duration** | **Comment/Additional Information** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| … |  |  |  |

**Personnel:**

In addition, provide a list of the personnel involved in the activities on site with an estimate of the total man-hours completed by each of the skills (installation of equipment and support service for internet) . Format to follow the below simple format:

|  |  |  |
| --- | --- | --- |
| **#** | **Proposed Personnel** | **# of personnel allocated to this service** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| … |  |  |

**NOTE:** The personnel list and service provision schedule shouldn’t be limited to this Form.

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

**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 services required under this contract
3. Submit **evidences of previous experience** in form of Contracts, Completion Certificates, etc.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **#** | **Description of Service** | **Total value of the performed service** | **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

**SECTION 8**

**Service Provision Description and Pricing Proposal**

**Service provider should describe in detail his service provision and demonstrate how it complies with NRC requirements**

**Narrative description: ………………………………………………..**

**Table for breakdown description of service component**

**PART A – Provision of Internet Services**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Office** | **Upstream** | **Downstream** | **Contention** | **Price per Month (USD)** | **Annual Price (USD)** |
| Juba Office | 3072 Kbps | 6144 Kbps | 1:1 |  |  |
| Guest House 1 | 512 Kbps | 1024 Kbps | 1:4 |  |  |
| Guest House 2 | 512 Kbps | 1024 Kbps | 1:4 |  |  |
| Aweil | 1024 Kbps | 2048 Kbps | 1:1 |  |  |
| Alek | 1024 Kbps | 2048 Kbps | 1:1 |  |  |
| Bor | 1024 Kbps | 2048 Kbps | 1:1 |  |  |
| Twic East | 1024 Kbps | 2048 Kbps | 1:1 |  |  |
| Akobo | 1024 Kbps | 2048 Kbps | 1:1 |  |  |
| DUK | 512 Kbps | 1024 Kbps | 1:1 |  |  |
| **Total Price, USD:** | | | |  |  |

**Internet Requirements**

* Group bandwidth for all the sites i.e. Provide NRC with the total bandwidth of all the offices as on the above table and distribute the bandwidth according to NRC’s Request.
* Flexibility of distributing the bandwidth remotely and promptly.
* Reuse of the current equipment where possible

**PART B – Supply of Equipment (BIDDER TO CONSIDER THE NEEDFUL EQUIPMENT CONSIDERING THE OWNERSHIP OF CURRENT EQUIPMENT PROVIDED UNDER SECTION 4 ABOVE)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Office (Sites)** | **Bid Meets the Requirement Yes/No** | **Offered specification (if different from required)**  ***Continue of separate page if required*** | **Unit Price (USD) DDP (Each Site)** | **Cost of Installation and repointing /USD. (each Site)** | **Total Price including Installation**  **USD (at Each Site)** |
| **Juba** |  |  |  |  |  |
| **Juba Guesthouse 1** |  |  |  |  |  |
| **Juba Guesthouse 2** |  |  |  |  |  |
| **Aweil** |  |  |  |  |  |
| **Alek** |  |  |  |  |  |
| **BOR** |  |  |  |  |  |
| **Twic East.** |  |  |  |  |  |
| **Akobo** |  |  |  |  |  |
| **Duk** |  |  |  |  |  |

**TOTAL PRICE EQUIPEMENT INCLUDING INSTALLATION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ USD, DDP INCOTERMS 2010**

**Country of Origin of Equipment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PART C – Critical Information**

**All bidders must provide the following information. Additional information of separate pages can be attached if required.**

|  |  |  |
| --- | --- | --- |
| **Serial** | **Information** | **Yes/No** |
| 1 | Uptime on an iDirect platform; using the C band unlimited and dedicated bandwidth 1:1 and 1:4 ( as per part A above);  *A minimum 99,7% is required* |  |
| 2 | Latency of less than 650ms to the internet: *Proof of latency is required.* |  |
| 3 | Does Bidder have experience in supplying similar services to organizations/ NGOs of equal magnitude? |  |
| 4 | NRC is a Nethope member, which qualifies us to get discounted rates, or any service upgrades as a non profit organization. Does the provider recognize this and offer such considerations? |  |
| 5 | While longer contracts can give better pricing, what will happen if new and better technologies enter the market – is the ISP flexible in allowing us to change our subscription in terms of technology, bandwidth upgrades and so forth? |  |
| 6 | Describe the full picture in terms of costs for early termination clauses. |  |
| **Serial** | **Servicing and Support Information** | **Yes/No** |
| 7 | Is the provider the sole owner of the teleport? |  |
| 8 | Is full maintenance and servicing included in the bid price: |  |
| 9 | Is a replacement of equipment and spare parts for during the contract period; included in the bid price: |  |
| 10 | Is the provision Bandwidth Management per user and blocking of unwanted sites, included in the bid price: |  |
| 11 | Is the provision of backup satellite, in case of difficulties or problems with the current operating satellite, included in bid price: |  |
| 12 | Is the provision real-time graphical access to show usage of the networks per site; included in the bid price: |  |
| 13 | Is the provision of 24/7 technical support throughout SS included in the bid price: |  |
| 14 | Does bidder have the local technical staff or partners within South Sudan ; able to provide emergency technical support for during the contract period: |  |
| 15 | If Yes to question 14 then please state the response time: |  |
|  | Juba: Hours/Days |  |
|  | Aweil, Northern Bahr el Ghazal State: Hours/Days |  |
|  | Alek, Former Warrap State: Hours/Days |  |
|  | Bor, Jonglei State: Hours/Days |  |
|  | Akobo, Jonglei State: Hours/Days |  |
|  | Twic East, Jonglei: Hours/Days |  |
|  | Duk ( Jonglei State) Hours/Days |  |
| 16 | Is the Equipment covered under Warranty |  |
|  | If Yes, how long is the Warranty: Months/Years |  |
| 17 | Will the bidder have the flexibility to remotely shift and distribute the bandwidth according to NRC’s request to different sites in South Sudan whenever requested. |  |

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

**SECTION 9**

**SUPPLIER’S ETHICAL STANDARDS DECLARATION**

NRC as a humanitarian organisation expects its suppliers and contractors to have high ethical standards. Any organization supplying goods to NRC valued at over 10,000 USD (or equivalent) in one year must sign this declaration. This declaration will be kept on file for a period of 10 years and should be updated every year or more often as appropriate.

NRC staff may perform spot checks to verify that these standards are adhered to. Should NRC deem that the supplier fails to meet, or is not taking appropriate steps to meet, these standards, any and all contracts and agreements with NRC may be terminated.

Anyone doing business with Norwegian Refugee Council shall as a minimum;

1. Comply with all laws and regulations in effect in the country or countries of business;
2. Meet the ethical standards as listed below; or
3. Positively agree to the standards and be willing to implement changes in their organisation.
4. **Anti-corruption and suppliers compliance with laws and regulations:**
   1. The supplier confirms that it is not involved in any form of corruption.
   2. Where any potential conflict of interest exists between the supplier or any of the suppliers staff members with any NRC staff member, the supplier shall notify NRC in writing of the potential conflict. NRC shall then determine whether action is required. A conflict of interest can be due to a relationship with a staff member such as close family etc.
   3. The supplier will immediately notify senior NRC management if exposed for alleged corruption by representatives of NRC.
   4. The supplier shall be registered with the relevant government authority with regard to taxation.
   5. The supplier shall pay taxes according to all applicable national laws and regulations.
   6. The supplier warrants that it is not involved in the production or sale of any weapons including anti-personnel mines.
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 behaviour, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.
   8. Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, shall be prohibited.
   9. Steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
   10. Wages and benefits paid for a standard working week shall meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. Wages should always be enough to meet basic needs.
   11. Working hours shall comply with national laws and benchmark industry standards, whichever affords greater protection. It is recommended that working hours do not exceed 48 hours per week (8 hours per day).
   12. Workers shall be provided with at least one day off for every 7 day period.
   13. All workers are entitled to a contract of employment that shall be written in a language they understand.
   14. Workers shall receive regular and documented health and safety training, and such training shall be repeated for new workers.
   15. Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
   16. Accommodation, where provided, shall be clean, safe and adequately ventilated, and shall have access to clean toilet facilities and potable water.
   17. No Deductions from wages shall be made as a disciplinary measure.
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 organisation.

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

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

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

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

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