

REQUEST FOR QUOTATION

TO:

Date of issue:	20 th March 2023
File no.:	3423
Contract title:	Framework agreement for Training Hall and Catering Services in Malakal
Closing date:	2 nd April 2023 Time: 4:00pm South Sudan Local Time
For further information, please contact the Contracting Authority:	Norwegian Church Aid South Sudan Program Country Office in Buluk or Field Offices in Torit, Kuajok and Kapoeta Contact person: Taban Charles E-mail: Taban.Charles@nca.no
Please note that the Quotations may be sent to the Contracting Authority at the above address in a sealed envelope clearly marked with the above File Number and the name of the submitting company	

NORWEGIAN CHURCH AID SOUTH SUDAN PROGRAMME WOULD LIKE TO ESTABLISH A FRAMEWORK AGREEMENT WITH POTENTIAL FUEL SUPPLIERS FOR ALL THE OFFICES, JUBA, TORIT, KUAJOK AND KAPOETA IN THE REPUBLIC OF SOUTH SUDAN. NCA HAS IN TOTAL A FLEET OF 22 VEHICLES AND SEVEN GENERATORS.

HENCE, NORWEGIAN CHURCH AID SOUTH SUDAN PROGRAMME INVITES YOUR COMPANY TO SUBMIT A PROPOSAL FOR THE FUEL SUPPLY UNDER A FRAMEWORK CONTRACT FOR DURATION OF ONE YEAR MAY BE RENEWAL BASE ON PERFORMUNCE AND AVAILABILITY OF FUNDS.

Item	Description	Duration of Contract
Lot 1	Supply and delivery of diesel to NCA Juba , Country Office Central Equatoria State	One Year
Lot 2	Supply and delivery of diesel to NCA Kuajok Field Office Warrap State	One Year
Lot 3	Supply and delivery of diesel to NCA Torit Field Office Central Eastern Equatoria State	One Year
Lot 4	Supply and delivery of diesel to NCA Kapoeta Field Office Eastern Equatoria State	One Year

INSTRUCTIONS

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A.1. Acknowledgement

Upon receipt of the Request for Quotation please inform the Contracting Authority if you intend to submit a quotation. Please respond even if negative.

A.2. General

The supply to be purchased are for use by the Contracting Authority in its Programme in South Sudan, an intervention Norwegian Government and EU, and other donors. The potential bidders can submit a proposal for either 1,2,3, or all the 4 lots.

A.3. Cost of proposal

The potential supplier shall bear all costs associated with the preparation and submission of his proposal and the Contracting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the negotiated procedure.

A.4. Eligibility and qualification requirements

Suppliers are not eligible if they are in one of the situations listed in article 15 of the General Terms and Conditions for services.

In the Proposal Submission Form suppliers shall attest that they meet the above eligibility criteria. If required by the Contracting Authority, the supplier whose quotation is accepted shall further provide evidence satisfactory to the Contracting Authority of its eligibility through certificates issued by competent authorities in its country of establishment or operation or, if such certificates are not available, through a sworn statement.

Suppliers shall also be requested to certify that they comply with article 13. "Child Labour and Forced Labour" of the General Terms and Conditions for Service Contracts and with the Code of Conduct for Contractors as attached with this Request for Quotation (RFQ).

To give evidence of their capability and adequate resources Service providers shall provide the information and the documents requested by the Contracting Authority.

A.5. Exclusion from award of contracts

Contracts may not be awarded to Candidates who, during this procedure:

- (a) are subject to conflict of interest:
- (b) are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition of participation in the Contract procedure or fail to supply this information.

A.6. Documents comprising the Request for Quotation

The Supplier shall complete and submit the following document with his quotation:

1. The attached Quotation Submission Form
2. Technical specifications sheet
3. Copies of any registration certificates as required by national legislation or competent authorities including company registration certificates and membership certificates of any relevant professional bodies (Shall only be submitted if you have not delivered to the Contracting Authority before)
4. References that we may contact for further background information of your company; provide list of your previous customers with their contact details
5. Company registration certificate and all the legal documents
6. Prove of presence in the above mention places or proximity to the state location

A.7. Price

The price quoted by the supplier shall not be subject to adjustments on any account except as otherwise provided in the conditions of the Contract.

Price shall be quoted in **USD**.

The Contracting Authority will pay the successful supplier for each supplies delivered in accordance with the terms of this Request for Quotation, a sum which shall be based on the services requested by the Contracting Authority and delivered by the successful supplier, at the price specified in the Contract.

The Contractor guarantees that the price specified in this Request for Quotation, **is the maximum price that shall remain firm and shall not be increased during the entire term of the Contract**, provided however, that in the event that the successful supplier is able to offer the Contracting Authority a discounted price on placement of bulk contracts, the unit price shall be reduced for specific contracts.

By signing this Contract, the Contractor certifies that the Contracting Authority, for transactions resulting from this Request for Quotation is not being charged more than other clients for similar Services and similar bulk orders and within similar circumstances.

VAT and/or any sales tax applicable to the purchase of services shall be borne by the supplier.

A.8. Validity

Quotations shall remain valid and open for acceptance for 90 days after the closing date.

A.9. Closing date

Proposal must be received by the Contracting Authority as specified on page 1 not later than the closing date and time. Any Proposals received after that will not be considered.

A.10. Award of Contract and Criteria

The Contracting Authority will award the Contract to the supplier(s) whose quotation (s) has/have been determined to be substantially responsive to this Request for Quotation (RFQ) and who has offered the lowest evaluated price, provided further that the supplier(s) has/have the capability and resources to carry out the Contract effectively.

The Contracting Authority reserves the right to accept all or part of your quotation, whichever is in its best financial interest.

The Contracting Authority will award the Contract to one or two or three suppliers whose quotation has been determined to be substantially responsive to this Request for Quotation (RFQ), and who has offered the 1 or 2 lowest ranked prices, provided further that the supplier has demonstrated the capability and resources to carry out the Contract effectively.

A.11. Signature and entry in to force of the Contract

Prior to the expiration of the period of the quotation validity, the Contracting Authority will notify the successful service provider in writing.

Within <5> days of receipt of the Contract, not yet signed by the Contracting Authority, the successful supplier must sign and date the Contract and return it to the Contracting Authority. On signing the Contract,

the successful supplier will become the Contractor and the Contract will enter into force once signed by the Contracting Authority.

If the successful supplier (s) fail(s) to sign and return the Contract and within the days stipulated, the Contracting Authority may consider the acceptance of the quotation to be cancelled without prejudice to the Contracting Authority's right to claim compensation or pursue any other remedy in respect of such failure, and the successful service provider (s) will have no claim whatsoever on the Contracting Authority.

A.12. Cancellation for convenience

The Contracting Authority may for its own convenience and without charge or liability cancel the RFQ at any stage.

SPECIAL CONDITIONS

B.1. Scope of Supply services

The subject of the contract is the frame work agreement for supply and delivery diesel for NCA South Sudan programme Offices in Juba, Torit, Kapoeta and Kuajok, as described in the technical specifications sheet and price schedule:

- (a) The Contracting Authority is not obligated to place any minimum number of purchase orders/Procurement Approval with the Contractor, pursuant to this Contract
- (b) The Contracting Authority shall not be liable for any cost in the event that no purchase order/Procurement Approval is placed under this Contract; and
- (c) This Contract is non-exclusive, and the Contracting Authority is entitled to procure the same or similar supplies from other Contractors, as it sees fit.

The Contract shall commence after signature of this contract by both parties to this Frame Work Agreement.

B.2. Terms and Termination

The contract is valid for a period of 12 months and commences on the commencement date and expires at midnight on the expiry date, unless earlier termination in accordance with the General Terms and Conditions of this contract.

The Contracting Authority shall be entitled to renegotiate the contract for a further period of **12 months** on similar terms and conditions, by giving the Contractor written notice of its intention to renegotiate the contract not less than 30 days prior to the expiry date.

In the event of a breach of the contract, the Contracting Authority may terminate the contract as per General Terms and Conditions article 26.

B.3. Confirmation of Purchase Order

The Contract shall be implemented through call off orders/PAs, which will be placed by the Contracting Authority according to the terms and conditions in the Contract.

The Contractor shall acknowledge receipt of a call off order by email within minimum of one working day of its receipt.

B.4. Delivery

The services shall be delivered DDP Juba, Torit, Kapoeta and Kuajok, Republic of South Sudan in accordance with this Contract and with the quantities and other instructions specified in the call off order. All risk of loss shall remain with the Contractor until the delivery of supply takes place in accordance with the Contract.

Delivery shall not exceed 3 days from the date of receipt of a call off order by the Contractor and unless stated in the call off order /PA, and the Contractor acknowledges that lead time for delivery is defined as the time from receipt of the call off order.

B.5. Payment

Payment will be made upon receipt of the following documents and within 30 days after delivery of services:

- (a) Invoice (one original + two copies)
- (b) Proof of delivery (Options: Signed - Delivery Note / way bill (one original + two copies) (Options:))

B.6. Insurance

It is the responsibility of the supplier (contractor) to provide security to the supply while on transit and ensure them against any risk that may occur in the process.

QUOTATION SUBMISSION FORM

PRICE SCHEDULE (Price and currency to be inserted by supplier)

Item	Description	Unit	Qty	Unit Price
				USD
Lot 1	Supply and delivery of diesel to NCA Juba , Country Office Central Equatoria State	Litre	1	
Lot 2	Supply and delivery of diesel to NCA Kuajok Field Office Warrap State	Litre	1	
Lot 3	Supply and delivery of diesel to NCA Torit Field Office Central Eastern Equatoria State	Litre	1	
Lot 4	Supply and delivery of diesel to NCA Kapoeta Field Office Eastern Equatoria State	Litre	1	

	Information to be entered by supplier in the below columns
References	
A reference list is attached (shall only be submitted if supplier has not delivered to the Contracting Authority before)	
CSR information	
Does your company have CSR related policies in place – e.g. health and safety policy, HR policy, staff policy, energy policy, climate policy or is a member of Global Compact. Please state which policies.	
Is your company e.g. ISO 26000/50001/14000 certified or SA8000 certified? Please state which.	
Does your company have a Code of Conduct?	

B. 7 Data Protection and Privacy

The Contracting Authority may collect and process personnel data such as names, addresses, telephone numbers, email addresses, banking details and CVs. Such data will be used for the sole purpose of managing the procurement process and any subsequent Contract issued as a result of the procurement process, including transmission to bodies charged with monitoring and or inspecting procurement processes, in accordance with applicable EU, international and national law on data protection. Data may be stored for as long as a legitimate reason remains for its storage and up to a period of seven years.

Potential suppliers are requested to complete the following Annex 1 terms of reference depicting the minimum requirement

TECHNICAL DATA FORM

Item no.:	Characteristics (Contracting Authorities minimum requirement)	Comply (Y / N)	Deviations, if any, to be described in this column
	Supply and delivery of good quality of Diesel to NCA Offices in the Republic of South Sudan under a frame work agreement:		
Lot 1	• Juba		
Lot 2	• Kuajok		
Lot 3	• Torit		
Lot 4	• Kapoeta		
	•		
	•		
	•		

EVALUATION WILL BE ON YES/NO AND TAKE FURTHER IN TO CONSIDERATION THE FOLLOWING:

- Experience of working with other NGOs or UN
- Well established offices in the stated locations
- Presence of Qualified/experienced staff
- Having all the legal documents
- Compliance to the Minimum requirement
- Have bank account in the name of the company
- Has an email for the company for communications

After having read this Request for Quotation **3423** on behalf of my company/business, I hereby:

- Accept, without restrictions, all the provisions in the Request for Quotation including General Terms and Conditions for service Contracts with annexes.
- Provided that a contract is issued by the Contracting Authority we hereby commit to furnish any or all items at the price offered and deliver same to the designated points within the delivery time stated above.

- Certify and attest that we meet the eligibility criteria stated in the Instructions.
- Certify and attest compliance with the Code of Conduct for Contractors attached with this Request for Quotation (RFQ).

This declaration will be confirmed in the Contract and misrepresentation will be regarded as grounds for termination.

Signature and stamp:

Signed by:

The Contractor

Name of the company

Address

Telephone no.

E-mail:

Name of the contact
person