

**REQUEST FOR QUOTATION**

Date: 07 Feb 2023

***From:***

Norwegian Refugee Council (NRC)  
Khartoum Country Office

Contact Person : **Asmaa Mohammed**  
Position : Procurement Co\_ordinator  
Email : [SD.procurement@nrc.no](mailto:SD.procurement@nrc.no) & [asmaa.mohammed@nrc.no](mailto:asmaa.mohammed@nrc.no)

**Deadline for submission: 22<sup>nd</sup> Feb 2023 @ 04:00 PM (GMT+2)**

All interested and eligible firms are requested to submit their offers by hand in sealed envelopes submitted to the address specified above.

**Subject:**

***Norwegian Refugee Council (NRC) Legal and Judicial Assistance Agreement in Sudan***

**Requirements:**

The office of the Norwegian Refugee Council invites your company to make a firm offer for the following works:

- Please see Annex 1 – Term of Reference.
- Kindly sign and stamp your official Bid.

If you have any enquiries, please email us your enquiries at [sd.procurement@nrc.no](mailto:sd.procurement@nrc.no) at any time before the deadline of this RFQ.

## **Please see Annex 1 – Term of Reference**

### **Context:**

The Norwegian Refugee Council (NRC) is a non-governmental humanitarian organization working to create a safer and more dignified life for refugees and displaced persons. NRC re-entered Sudan in 2020 and has since established its operational footprint in 6 locations affected by conflict and displacement; Gedaref, Khartoum, North Darfur, West Darfur, South Kordofan, and White Nile with a total of 266 national staff and 35 international

NRC operates in more than 30 countries around the world. NRC is starting up a new country operation in Sudan.

### **Scope of the service:**

NRC in Sudan is inviting interested registered/licensed law firms and lawyers with a minimum of five (5) years legal experience to submit written proposals to provide Legal Retainer Services to the organization. As the retained lawyer, the selected law firm or lawyer will be expected to provide a wide range of legal services including tax expertise.

Geographical Extent of Coverage: Assistance must be exercised over the entire territory of Sudan.

### **Specific objectives:**

The purpose of this quotation is to provide legal assistance, advice (through opinions and consultations, written or verbal), representation and application to all jurisdictions in Sudan or elsewhere at the request of the client.

to put its resources, its legal and judicial expertise at the service of NORWEGIAN REFUGEE COUNCIL to the fullest extent of its good faith and conscience:

#### **a) General**

- Provide strategic legal advise to management
- Provide advise on different legal issues and assist in drafting legal opinions internally and externally
- Assist in review of legal material and other relevant documents to identify the most important issues that should be addressed on a priority basis.
- Communicate and negotiate with external parties include regulators and public authorities when needed on an adhoc basis
- Advise in compliance with Sudan laws on issues of settlement of disputes and implementation of legal clauses.

- Evaluate and advise on different risk factors regarding business decisions and operations of NRC in Sudan.

**b) Labour Issues**

- Give accurate and timely counsel to NRC on terms of employment, labour law, tax law, benefits, disciplinary procedures, social cases and any changes to the national law or practices in these fields.
- Review & provide advice on the content of policies affecting national employees and any revisions thereof.
- Review NRC terms and conditions of employment for national staff and advise/recommend on necessary changes.
- Recommend & provide advice on approaches to handle disciplinary issues and other legal matters related to employees.
- Regularly advise/update NRC on applicable labour laws and regulations in the country.
- Update NRC particularly on the new policies passed/adopted in the operational areas.
- Review and prepare, on request, any other legal documents/records related to NRC activities.
- Assist NRC in the negotiation and drafting of contracts, MoU and Agreement that it may have to conclude in Sudan;
- Assist NRC on legal matters in their relations with the local authorities; its suppliers, its employees, etc.
- Provide legal counsel and negotiation services at the request and in the interest of NRC.
- Regularly update and share accurate advice that will enable NRC to avoid or mitigate litigation risks arising from such contracts.
- Regularly update NRC on labor, income tax, social security laws, property, tax, NGO bills/laws that may have a direct or indirect impact on the organization's operations in Sudan or impact on international Non-Governmental Organizations in general.
- to give, whenever necessary, its opinion on matters concerning NRC on any question requiring legal expertise.
- Support NRC to be in compliance with Sudan laws with regard to work permits particularly where faced with illegal obstacles.

**c) New Legislations**

- Regularly advise/update NRC on new legislation, law reforms, and amendments, pending and passed bills by the local authorities that may directly have an impact on NRC and its operations in Sudan.

- Share detailed information with NRC on the impact of the above points whenever possible.
  
- d) **Contracts and procurement**
  - Revise contracts (premises rental, framework agreement, purchase, work and service contracts) and advise on how to improve them.
  - Provide legal advise on dispute related to the lease agreement
  - Advise on dealing with sales taxes, and other taxes related to procurement of goods and services in Sudan.
  - Give legal advise/ consultations regarding customs law
  
- e) **Tax**
  - Following up with the tax department for the purpose of issuing tax exemptions and tax certificate letters
  
- f) **Judicial and Technical Assistance:**
  - to represent NORWEGIAN REFUGEE COUNCIL in Court litigation, arbitration tribunals (out of court settlements), services for prior consultation/advice and other legal forums

## **Customer service availability - 24/7**

### **Assignment procedure:**

NRC Sudan's Bid Analysis Committee will review bidders and their bids to determine, in the proposal shall be evaluated in consideration of the Evaluation Criteria as stated below:

- The proposal will be evaluated on two broad parameters
  - (a) Law Firm Profile and their cost of services
  - (b) Their expertise in offering the Legal and Tax Services.
  
- The evaluation criteria will carry the cumulative score in the ratio of 30:70 (combined scoring method) respectively covering the sub parameters as defined in the TOR. Financial proposal (Fees for Legal Services) will be evaluated on 30% whereas the technical (Legal Services) one will be evaluated on 70%.

**Administrative Criteria required documents:**

The following criteria are considered mandatory in the evaluation of offers their absence results in the disqualification of the file:

- The certified copy of his accreditation as a law firm or legal adviser in Sudan and/or his registration at the country's bar.
- Copy of a certified tax clearance certificate valid at the time of this call for interest; (certification must not be more than 3 months old) - Optional
- References from 5 major organizations or companies, especially international NGOs during these last two or three years.
- Social security contribution clearance certificate valid for 3 months issued by the social security office or any other authorized service. - Optional
- Bank account opened in Sudan and in the name of the company (IBAN);
- Certified non-bankruptcy filing copy; - Optional
- Suppliers Ethical Standards Declaration signed and stamped

**2- IMPORTANT NOTE:**

Print your quotation on your own letter-head documents.

Your quotation shall be **printed, signed, and stamped.**

Kindly make sure to include your **company name, address, contact details as well as your Tax Identification Number** if any.

Prices must include VAT (in prices or in total).

If different taxes & fees apply, please specify them all in your quotations and include them all.

**3 - Please answer the questions:**

Questions	Answers
<p>What is the currency of the offer? (SDG, USD, other...) <b>Note that NRC will favour quotes in USD. Please read below regarding USD payments.</b></p> <p><b>DO NOT PROVIDE QUOTES IN BOTH SDG AND USD CURRENCIES.</b></p>	
<p>Please confirm your offer inclusive Net price after deduction of discounts</p>	
<p>Please confirm your prices include all taxes and fees (net prices): (If not, please explain and detail the taxes &amp; fees)</p>	
<p>If your offer is in USD =&gt; payment will be made by bank transfer.</p> <ul style="list-style-type: none"> <li>- Do you have a USD account in Sudan? if YES, then in which bank.</li> <li>- Do you have a USD account abroad? if YES, then in which bank.</li> </ul> <p>(Please provide bank details for each account with Company name)</p> <p><b>Please read the note below regarding payments in USD and quote accordingly.</b></p>	
<p>Do you accept payment after completion of Service? Instalment every Three Month within 30 days of receipt of the invoice</p>	
<p>What is the validity period of your offer? (In calendar days) <b>(Preferable 90 days)</b></p>	

#### 4 - Accepted methods for submission of quotation / offer:

We recommend you fill up this Request for Quotation directly on your computer.  
You can also print it and fill it up by hand if you have not access to a computer.  
You can submit the price offer by using the table on page 2, or by using your own proforma document.

- **By hand delivery only (Sealed envelopes) to NRC Office, Address: The Nile Tower, Fourth Floor Block 10, Building #20, Street 63, Khartoum – Sudan**

Your quotation / offer **must be signed and stamped** on all pages (including the present Request for Quotation).

#### 4 - Your Company details:

- **General information**

**IMPORTANT NOTE regarding USD quotes and payments:**

- You must choose between quoting in USD or quoting in SDG.
  - **Do not provide quotes in both currencies. If you do so, only your quote in USD will be considered for assessment.**
- If your quote is in USD, then you will be paid in USD.
  - **You must be in capacity to accept the payment.**
- NRC will favour payment in USD, in Sudan, in the same bank.
- NRC has USD bank accounts in:
  - **Blue Nile Mashreg Bank**
  - **United Capital Bank.**
- For payment within Sudan, you must have a bank account in one of the same banks as NRC.

**We encourage you to contact us directly if you have questions or need clarifications before submitting your quotation.**

Name of the company		
Name of the owner(s) Date of birth of the owner(s) <i>(Mandatory for screening)</i>		
Address of the company		
Name of contact person		
Position		
Email		
Phone		

• **Company bank account details:**

Beneficiary name: .....

Beneficiary account no.: .....

Beneficiary Bank: .....

Bank branch: .....

SWIFT: .....

IBAN: .....

Bank address: .....

• **References**

Please provide details of at least 5 client references whom NRC may contact, preferably from INGOs and UN agencies, for similar service:

Client/company name	Contact person	Phone	Email	Contract details (works, location, size, value, etc)
1.				
2.				
3.				
4.				
5.				
...				

**5 - Mandatory documents to attached to your quotation / offer:**

Please check that you are providing all of the below mentioned documents:



Mandatory documents	Checked (Y/N)
Certified copy of accreditation as a law firm – <u>Compulsory</u>	
Copy of VAT registration – <u>Compulsory</u>	
References from 5 major organizations or companies, especially international NGOs during these last two or three years.– <u>Compulsory</u>	
Social security contribution clearance certificate valid for 3 months issued by the social security office or any other authorized service - <u>Optional</u>	
Financial Statement from your bank for the last 12 months – <u>Compulsory</u> <b>(BANK LETTER WILL NOT BE ACCEPTED)</b>	
Copy of company directors ID's – <u>Compulsory</u>	
Company Profile – <u>Optional</u>	
NRC Request for Quotation (filled up, signed and stamped) <ul style="list-style-type: none"> <li>- You can use the RFQ table above</li> <li>- Or any other format of your choice, but specifying all items in the RFQ list.</li> </ul> You must Sign and Stamp each page.	

You can also attach additional documents such as photos, company profile, certifications...

## 6 - Payment information:

**For payment by cheque**, please indicate under which name NRC shall issue the cheque. You can write name in Arabic or in English. **(For Payment in SDG)**

## 7 - Other information:

Payment will be made by bank transfer/cheque only.

All suppliers doing business with NRC should maintain high standards on ethical issues, respect and apply basic human and social rights, ensure non-exploitation of child labour, and give fair working conditions to their staff. NRC reserves the right to reject quotations provided by suppliers not meeting these standards.

Vendors doing business with NRC will be screened on anti-corruption due diligence before NRC confirms an order or contract.

NRC aims to purchase products and services that the minimum environmental impact. Environmental considerations form part of the NRC selection criteria, and NRC reserves the right to reject quotations provided by suppliers not meeting these standards.

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

NRC reserves the right to accept or reject the whole or part of your quotation based on the information provided. Incomplete quotations which do not comply with our conditions will not be considered.

Shortlisted suppliers may be required to submit samples of each item. Please be sure to have all samples available at short notice, and wait for a response from NRC if you have been shortlisted.

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### **Ethical Standards Declaration for all Supply, Service and Works Contractors**

NRC as a humanitarian organisation expects the contractors to have high ethical standards. “all contractors supplying or planning to supply goods, works or services valued USD 10.000 or more cumulatively within a 12 months’ period 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 checks to verify that these standards are adhered to. Should NRC deem that the contractor fails to meet or is not taking appropriate steps to meet these standards, any and all contracts and agreements with NRC may be terminated.

Any contractors doing business with Norwegian Refugee Council shall as a minimum;

- a) Comply with all laws and regulations in effect in the country or countries of business  
AND
- b) Meet the ethical standards as listed below.  
OR  
Positively agree to the standards and be willing to implement changes in their organisation.

#### **1. Anti-corruption and contractor’s compliance with laws and regulations:**

- 1.1 The contractor confirms that it is not involved in any form of fraud, corruption, collusion, coercive practice, bribery, involvement in a criminal organization or other illegal activity.
- 1.2 Where any potential conflict of interest exists between the contractor or any of the contractor’s staff members with any NRC staff member, the contractor 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.
- 1.3 The contractor will immediately notify senior NRC management if exposed for alleged corruption by representatives of NRC.
- 1.4 The contractor shall be registered with the relevant government authority with regard to taxation.
- 1.5 The contractor shall pay taxes according to all applicable national laws and regulations.
- 1.6 The contractor warrants that it is not involved in the production or sale of any weapons including anti-personnel mines.

#### **2. Conditions related to the employees:**

- 2.1 No workers in our company will be forced, bonded or involuntary prison workers.
- 2.2 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.
- 2.3 Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively.
- 2.4 Persons under the age of 18 shall not be engaged in work which is hazardous to their health or safety, including night work.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 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).
- 2.12 Workers shall be provided with at least one day off for every 7 day period.
- 2.13 All workers are entitled to a contract of employment that shall be written in a language they understand.
- 2.14 Workers shall receive regular and documented health and safety training, and such training shall be repeated for new workers.

- 2.15 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 2.16 Accommodation, where provided, shall be clean, safe and adequately ventilated, and shall have access to clean toilet facilities and potable water.
- 2.17 No Deductions from wages shall be made as a disciplinary measure.

**3. Environmental conditions:**

- 3.1 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.
- 3.2 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.
- 3.3 National and international environmental legislation and regulations shall be respected.
- 3.4 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 CONTRACTOR/COMPANY:* - \_\_\_\_\_

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

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