Invitation to Bid



Danish Refugee Council Sudan, Khartoum Plot No 381, Block No 9 Buri Al Lamab, Manshia Al Manshiya Khartoum, Sudan

21th - January - 2023

Invitation to Bid No.: RFP-SDN-KRT-2023-001 Health Insurance Services

Dear Sir/Madam:

The Danish Refugee Council (DRC) – Sudan Khartoum has received several donors' grants (SIDA, UNHCR, ECHO, BHA, EU and others) for the coverage of Health Insurance Services for Sudanese DRC staff. Part of this operation is the supply of the following services which have been combined into making one Lot as stipulated below:

LOT 01: Health Insurance Services for Sudanese DRC staff

Therefore, the DRC requests you to submit price bid(s) for the supply of the service(s) listed on the attached DRC Bid Form Annex A.

TENDER DETAILS

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
1	RFP published	29 January 2023
2	Vendors technical briefing session (depending on	2 February 2023 – 14:00 pm
	COVID measures)	
3	Closing date for clarifications	8 February 2023 -16:00 pm
4	Closing date and time for receipt of Tenders	12 Feb 2023 – 16:00 pm
5	Tender Opening Location	DRC Sudan, Khartoum Office
6	Tender Opening Date and time	13 Feb 2023 – 10:00 am

PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE IMPORTANT INFORMATION REGARDING THIS RFP:

- THIS RFP IS LAUNCHED FOR THE PURPOSE OF ESTABLISHING A SERVICE CONTRACT FOR HEALTH INSURANCE SERVICES AS DESCRIBED IN ANNEX G – TERMS OF REFERENCE FOR ESTABLISHING A SERVICE CONTRACT FOR 24 MONTHS
- This tender is composed of one (01) LOT.
- DRC may choose to cancel the contract if deemed necessary.
- DRC may choose to split the contract award to more than one supplier.
- No advance payment will be paid to the awarded supplier. The awarded supplier is expected to mobilize its own resources to deliver the agreed services.



I. SELECTION AND AWARD CRITERIA

The selection and award criteria are unique to all tenders. The evaluation process consists of three stages: 1) Administrative stage, 2) Technical stage and 3) Financial stage.

This tender will be awarded to the lowest cost technically compliant bid. The technical evaluation criteria are as per the specifications stated in Annex A.

A. Administrative Evaluation

A bid shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Bids that are deemed administratively non-compliant may be rejected. Documents listed below shall be submitted with your bid.

#	Annex #	Document	Instructions	
1	A1	Bid Form (Technical)	Complete ALL sections in full, sign, stamp and submit - Mandatory	
2	A2	Bid Form (Financial)	Complete ALL sections in full, sign, stamp and submit— Mandatory	
3	В	Tender and Contract Award Acknowledgement Certificate	Complete ALL sections in full, sign, stamp and submit— Mandatory	
4	С	DRC General Conditions of Contract for the Procurement of Goods	Reference document: Sign, stamp and submit - Will be required at the signing of the contract	
5	D	DRC Supplier Code of Conduct	Reference Document: Sign, stamp and submit - Will be required at the signing of the contract	
6	E	Supplier Profile and Registration Form	Complete ALL sections in full, sign, stamp and submit - Mandatory	
7	G	Terms of Reference Provision of Health Insurance for National Staff	Reference document	
8	N/A	Company Registration Certificate Business Registration/ MOU or equivalent proof of registration to show local presence in Sudan	Photocopy – Mandatory	
9	N/A	Letter of Taxation (stamp and signed from tax authorities)	Photocopy – Mandatory	
10	N/A	Company profile	Mandatory	
11	N/A	Previous contracts for Similar insurance services	Reference document copy of previous contracts for Similar services to INGOs, within the last 3-5 years. Submit in the technical bid envelope (Mandatory)	
12	N/A	Proof of financial capacity	Copy of external document to prove the company financial statement such us recent updated bank statement, auditors report for the last past 3 years or any other external document to prove financial capacity status. Submit in the technical bid envelope Photocopy – Mandatory	

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If any information required during the administrative evaluation is not provided by the bidders, DRC may choose to request bidders to supply this information within 48 hours of the tender opening. Please note that this is only applicable for documentation that does not alter the details in the bid, such as price information.

B. Technical Evaluation

To be technically acceptable, the bid shall meet or exceed the stipulated requirements and specifications in the RFP. A Bid is deemed to meet the criteria if it confirms that it meets all mandatory conditions, procedures and specifications in the RFP without substantially departing from or attaching restrictions with them. If a Bid does not technically comply with the RFP, it will be rejected.

No.	Technical Component	Considerations Technical Criteria	Information in Bidders Proposal and Submitted Documents to be Evaluated	Technical Score	Weighting [Total 100%]
1.	Technical specifications as per Annex A.1 (Coverage Table)	Maximum coverage of medical claim as per annex A.1	A.1 & A.2: Mentioned detail of coverage medical expenses for medical claims	1-10	25%
2.	Clear reimbursement process: Reimbursement within/ not more than 10 working days	Dedicated focal point for reimbursement of claims and timeline less than 10 working days	Mentioned in your proposal about clear reimbursement process, focal point and time line of process	1-10	30%
3.	List of Accredited Hospitals/Clinics. Coverage available in all country. Required to be within 5 Km -10 km in every region List and location of hospitals	Requested to submit a full detailed list of all cooperating hospitals, indicating the exact location and area of each hospital included in the list	Mentioned in your proposal about total hospital and attached list of hospital and clinic with your offer	1-10	20%
4.	Experience Provision of health coverage to INGOs. Client feedback, reference letters (evidence to be provided)	Recent contracts with UN, International Aid Organizations, Governments or International companies	Supplier Profile and Registration Form Annexure F: Previous Orders, contracts, Service completion letter	1-10	20%

C. Financial Evaluation

All bids that pass the Technical Evaluation will proceed to the Financial Evaluation. Bids that are deemed technically non-compliant will be rejected with immediate effect.

II. TENDER PROCESS

The following processes will be applied to this Tender:

- Tender Period
- Tender Closing

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- Tender Opening
- Administrative Evaluation
- Technical Evaluation
- Financial Evaluation
- Contract Award
- Notification of Contract Award

III. SUBMISSION OF BIDS

Bidders are solely responsible for ensuring that the full bid is received by DRC in accordance with the RFP requirements, prior to the specified date and time mentioned above. DRC will consider only those portions of the bids received prior to the closing date and time specified.

All responsive Bids shall be written on the DRC Bid Form (Annex A.1 and A.2).

Beyond the DRC Bid Form, the following documents shall be contained with the bid:

- All documents needed to be submitted are listed in Section A: Administrative Evaluation
- Annex B "Tender & Contract Award Acknowledgment Certificate"
- Annex C "General Conditions of Contract"
- Annex D "Supplier Code of Conduct"
- Annex E "Supplier Profile and Registration form"
- Annex F "References"
- Annex G "DRC Purchase Order Template"
- Business Registration/ MOU or equivalent proof of registration to show local presence in Sudan
- Letter of Taxation (stamped and signed from tax authorities)
- Proof of financial capacity

Bids not submitted on Annex A, or not received before the indicated time and date as set forth on page 1, or delivered to any other email address, or physical address will be disqualified.

Bids submitted by mail, email or courier by so is at the Bidders risk and DRC takes no responsibility for the receipt of such Bids.

Bidders are solely responsible for ensuring that the full Bid is received by DRC in accordance with the RFP requirements.

A. Hard Copy:

Hard copy Bids shall be separated into 'Financial Bid' and 'Technical Bid':

- o The Financial Bid shall only contain the financial bid form, Annex A.2
- The Technical Bid shall contain all other documents required by the tender as mentioned in section A. Administrative Evaluation, but excluding any pricing information

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Each part shall be placed in a **sealed** envelope, marked as follows:

ITB No: RFP-SDN-KRT-2023-001 Provision of

Health Insurance

TECHNICAL BID

Bidder Name:

ITBNo: RFP-SDN-KRT-2023-001 Provision of Health

Insurance

FINANCIAL BID

Bidder Name:

Both envelopes shall be placed in an outer **sealed** envelope, addressed and delivered to: **Failure to comply with the above may disqualify the Bid.**

ITB No: RFP-SDN-KRT-2023-001 Provision of Health

Insurance

Plot No 381, Block No 9 Buri Al Lamab, Manshia Al Manshiya Khartoum, Sudan

B. Email submission

Bids can be submitted by email to the following dedicated, controlled, & secure email address:

tender.sdn@drc.ngo

When Bids are emailed the following conditions shall be complied with:

- The RFP number shall be inserted in the Subject Heading of the email
- Separate emails shall be used for the 'Financial Bid' and 'Technical Bid', and the Subject Heading of the email shall indicate which type the email contains.
 - The Financial Bid shall only contain the financial bid form, Annex A.2
 - The Technical Bid shall contain all other documents required by the tender as mentioned in section A. Administrative Evaluation, but excluding any pricing information
- Bid documents required, shall be included as an attachment to the email in PDF, JPEG, TIF format, or the same type of files provided as a ZIP file. Documents in MS Word or excel formats, will result in the bid being disqualified.

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Email attachments shall not exceed 4MB; otherwise the bidder shall send his bid in multiple emails.

Failure to comply with the above may disqualify the Bid.

DRC is not responsible for the failure of the Internet, network, server, or any other hardware, or software, used by either the Bidder or DRC in the processing of emails.

DRC is not responsible for the non-receipt of Bids submitted by email as part of the e-Tendering process.

Bids can be submitted in one of two ways; hardcopy or electronically. If the Bidder submits a Bid in both Hardcopy and electronically, DRC will choose the version that is the most advantageous to DRC.

IV. SUBMISSION OF SAMPLES

N/A

V. COMPLETION OF BID FORM

A. Prices Quoted

Any discount offered shall be included in the Bid price.

B. Currency

The currency of the Bid shall be in *SDG/USD*. No other currencies are acceptable.

C. Language

The Bid Form, and all correspondence and documents related to this RFP shall be in English.

D. Packaging

N/A

E. Origin

N/A

F. Presentation

Bids should be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations shall be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. All documentation shall be written in English. All Bids shall be signed by a duly authorized representative of the Bidder.

G. Split Awards

DRC reserves the right to split awards.

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H. Validity Period

Bids shall be valid for at least the minimum number of days specified in the RFP from the date of Bid closure. DRC reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum limitation.

VI. ACCEPTANCE

DRC reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the RFP Closure.

VII. AWARD OF CONTRACTS

This RFP does not commit DRC to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by DRC. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of DRC and the successful Bidder.

DRC may award contracts for part quantities or individual items. DRC will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. DRC reserves the right to cancel any RFP, to reject any or all Bids in whole or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future DRC RFPs.

VIII. CONFIDENTIALITY

This RFP or any part hereof, and all copies hereof shall be returned to DRC upon request. This RFP is confidential and proprietary to DRC, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of DRC, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the RFP, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this RFP.

IX. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

Bidders and their employees, officers, advisers, agent or sub-contractors shall not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- The preparation of submission of Bids,
- The clarification of Bids,
- The conduct and content of negotiations,
- Including final contract negotiations,

In respect of this RFP or procurement process, or any other procurement process being conducted by DRC in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to DRC, any other Bidder, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

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X. IMPROPER ASSISTANCE

Bids that, in the sole opinion of DRC, have been compiled:

- With the assistance of current or former employees of DRC, or current or former contractors of DRC in violation of
 confidentially obligations or by using information not otherwise available to the general public or which would
 provide a non-competitive benefit,
- With the utilization of confidential and/or internal DRC information not made available to the public or to the other Bidders,
- In breach of an obligation of confidentially to DRC, or contrary to these terms and conditions for submission of a Bid, shall be excluded from further consideration

Without limiting the operation of the above clause, a Bidder shall not, in the absence of prior written approval from DRC, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this RFP was an official, agent, functionary, or employee of, or otherwise engaged by, DRC and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this RFP relates.

XI. CORRUPT PRACTICES

DRC has zero tolerance for corruption.

The Bidder represents and warrants that neither it nor any of its potential subcontractors are engaged in any form of corruption, defined by DRC as the misuse of entrusted power for private gain.

This definition is not limited to interactions with public officials and covers both attempted and actual corruption, as well as monetary and non-monetary corruption. The definition includes, but is not limited to, corruption in the form of: facilitation payments, bribery, gifts constituting an undue influence, kickbacks, favouritism, cronyism, nepotism, extortion, embezzlement, misuse of confidential information, theft, and various forms of fraud, such as forgery or falsification of documents, and financial or procurement fraud. No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – directly or indirectly – as an inducement or reward in relation to activities funded by DRC, including tendering, award or execution of contracts. DRC reserves the right, without prejudice to any other right or remedy available to it, according to any violation of this clause to immediately reject the submitted offer, and to take such additional action, civil and/or criminal, as may be appropriate.

The Bidder agrees to accurately communicate DRC's policy with regards to Anti- Corruption to Third Parties. The Bidder furthermore agrees to inform DRC immediately of any suspicion or information it receives from any source alleging a violation of this policy to the contact details of the specific DRC country operations via www.drc.dk/where-we-work, or via DRC's Code of Conduct Reporting Mechanism: www.drc.dk/relief-work/concerns-complaints/code-of-conduct-reporting-mechanism. Reports of suspected corruption can also be reported directly to DRC HQ at c.o.conduct@drc.dk.

XII. CONFLICT OF INTEREST

A Bidder shall not, and shall ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of DRC and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any DRC contract a conflict of interest arises, or appears likely to arise, the Bidder shall notify DRC immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of DRC, or cases in which any DRC official, employee or person under contract with DRC may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder shall take steps as DRC may reasonably require, to resolve or otherwise deal with the conflict to the satisfaction of DRC.

XIII. WITHDRAWAL/MODIFICATION OF BIDS

Requests to withdraw a Bid after the Bid closure time shall not be honoured.

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Withdrawal of a Bid may result in your suspension or removal from the DRC suppliers List.

A Bidder may modify its Bid prior to the RFP closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the RFP closure.

XIV. LATE BIDS

All Bids received after the RFP closure will be rejected.

XV. OPENING OF THE RFP

The Tender Opening will take place at the time and location stated above.

Any attempt by a Bidder to influence the Evaluation Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence DRC in its decision concerning the award of the contract will result in the immediate rejection of the tender.

XVI. CONDITIONS OF CONTRACT

All Bidders shall acknowledge that the DRC General Conditions of Contract for the Procurement of Goods, or Services, or the Special Conditions of Contract, as applicable, are acceptable.

XVII. CANCELLATION OF THE RFP

In the event of an RFP cancellation, Bidders will be notified by DRC. If the RFP is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders

The RFP may be cancelled in the following situations:

- where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal performance of the project impossible;
- all technically compliant Bids exceed the financial resources available; or
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

DRC shall not be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an RFP, even if DRC has been advised of the possibility of damages. The publication of a procurement notice does not commit DRC to implement the programme or project announced.

XVIII. QUERIES ABOUT THIS RFP

For queries on this RFP, please contact the Procurement Manager, Muhammad Shoaib: muhammad.shoaib@drc.ngo

All questions regarding this RFP shall be submitted in writing to the above. On the subject line, please indicate the RFP number. Bids shall not be sent to the above email.

All questions during the tender period, as well as the associated answers, will be shared with all suppliers invited, or for open tenders published at: Sudan daily national newspaper

XIX. RFP DOCUMENTS

This RFP document contains the following:

1. This covering Letter

Annex A.1: DRC Bid Form (Technical bid) for the LOT
 Annex A.2: DRC Bid Form (Financial bid) for the LOT

4. Annex B: Tender and Contract Award Acknowledgment Certificate

5. Annex C: DRC General Conditions of Contract for the Procurement of Goods

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6. Annex D: DRC Supplier Code of Conduct

7. Annex E: Supplier Profile and Registration form

8. Annex G Terms of Reference for the Provision of Health Insurance

Under DRC's Anticorruption Policy Bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. DRC will reject a Bid if it determines that the Bidder recommended for award, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

Yours sincerely

DRC Sudan Procurement Department

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ANNEX B

Tender and Contract Award Acknowledge Certificate

This attachment shall be signed and submitted with the Bid

- 1. In compliance with the RFP Instructions and General Conditions of Contract for the Procurement of Goods and the General condition for the procurement of services, we the undersigned, offer to furnish some or all of the items quoted for, at the prices entered in the attached DRC Bid Form No RFP-SDN-KRT-2023-001 Provision for Health Insurance delivered to the destination specified therein.
- 2. We accept the terms and conditions set forth in the RFP Letter) and the following requirements have been noted and will be complied with where applicable:
- a. We confirm that for any offer made where the delivery destination is not as requested in the RFP, that DRC reserves the right to disregard the offer.
- b. That conditional Bids cannot be accepted.
- c. That the currency of the Bid should be in SDG/USD
- d. DRC reserves the right, at its own discretion:
 - To award a contract for a lesser or greater quantity than the total quantity Bid for.
 - ii. To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder.
- e. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract and acknowledgement copy. In case or urgency successful Bidders(s) may also be notified by email.
- f. We confirm that the validity of this offer is for ____90___calendar days from the date of the RFP closure
- g. We agree to the terms and conditions set forth in the DRC General Conditions of Contract for the Procurement of Goods
- We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.

- We agree to abide by the DRC Code of Ethics as attached as Annex D
- 3. We note that DRC is not bound to proceed with this RFP and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

We agree to the above terms and conditions.

Company Name		
Place		
Date		
Title/Position		
Print Name		

Signature

Submitted by:

A duly authorized company representative $\underline{\text{Company Stamp}}$

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