NORWEGIAN REFUGEE COUNCIL - (NRC) SUDAN COUNTRY OFFICE
PREQUALIFICATION OF WORKS CONTRACTORS IN GEDAREF AND WHITE NILE STATES

Port Sudan, Sunday 8th November 2026

Tender Reference Number: KfW ID – 514289 (ITB/SD/26/003)

SUBJECT: PREQUALIFICATION OF WORKS CONTRACTORS FOR THE PROVISION OF REPAIRS, UPGRADE, REHABILITATION OF HOUSING SHELTER UNITS IN GEDAREF AND WHITE NILE STATES

Dear Mr./Ms.

The Norwegian Refugee Council (NRC) is an independent humanitarian organization dedicated to protecting the rights of displaced and conflict-affected populations and supporting vulnerable host communities. In Sudan, NRC has been providing humanitarian assistance for over two decades, delivering integrated programmes in Shelter and Settlements, Water, Sanitation and Hygiene (WASH), Education, Information, Counselling and Legal Assistance (ICLA), and Protection from Violence. Following the escalation of conflict in April 2023, Sudan has experienced one of the world's largest displacement crises, with more than 10 million people forced to flee their homes. In response, NRC continues to provide life-saving assistance while supporting early recovery, resilience-building, and durable solutions that enable displaced populations and host communities to restore their safety, dignity, and self-reliance.

With funding from KfW (German Development Bank), NRC will implement a 36-month infrastructure rehabilitation and construction project in **Gedaref State: Gedaref, Gedaref Municipality, and Wasat Algedarf localities and for White Nile State: Kosti, and Rabak localities**. The program aims to improve living conditions, security, and resilience for displacement-affected and vulnerable urban communities through three main areas namely;

- **Housing Solutions (Shelter & Housing):** Focuses on upgrading and repairing sub-standard housing to improve safety and living conditions. It also builds community skills in construction, operation, and maintenance, and promotes access to climate-smart household energy solutions.
- **Communal Civic and Water infrastructure:** Restores access to small-scale community infrastructure and services using climate-smart approaches, while also strengthening local capacity to manage, operate, and maintain these systems for sustainability.
- **Protection of Rights (Legal Support):** Strengthens tenure security and rental stability for vulnerable households by improving access to legal information, counselling, and support services so they can better exercise their housing and land rights.

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

Any request for clarification must be received by NRC in writing at least seven (7) working days before the deadline for submission of tenders. NRC will reply to bidders' questions at least five (5) working days before the deadline for submission of tenders.

The tender documents can be requested free of charge. Nevertheless, costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your bid **electronically through the eTB system** in accordance with the detailed instructions provided in this document **before the "Deadline for submission of bids", as specified** under "SCHEDULE & DEADLINE FOR SUBMISSION.

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,
NRC Procurement Department,
On behalf of NRC Tender Committee.

This ITB package contains the following:

- This Cover letter.
- Section 1: Bid Data Sheet.
- Section 2: NRC Invitation to bid (ITB) general terms & conditions.
- Section 3: Technical description of the Bid.
- **Section 4**: Bidding form.
- **Section 5**: Suppliers Ethical Standards Declaration.
- **Section 6**: Declaration of Undertaking
- **Section 7**: Technical Offer (**Excel sheet**).
- **Section 8**: **Non-Pricing Offer** (**Excel sheet**).
- **Work/Service/Supply Contract Template**

Sections (4 -8) must be completed by the bidder.

SECTION 1

Bid Data Sheet

1. BACKGROUND DATA

Tender Name	:	Prequalification of Contractors for the Provision of Repairs, Rehabilitation and upgrade of Shelter Housing Units Gedaref and White Nile States.
Tender Ref. No	:	**KfW ID – 514289 (SD/ITB/2026/003)**
Location	:	**Port Sudan, Sudan**
Releasing of the tender package	:	**Date: 8th November 2026** Platform: **eTB system**
Information session	:	**Date: 29th November, 2026 at 11:00** Online meeting using the following Link: **https://teams.microsoft.com/meet/3195719359518802?p=Otk0EE2t35CDyCSFr2** **Meeting ID**: 319 571 935 951 880 2 **Passcode**: nC75bd98
Submission of Bids	:	**Date: 8th December 2026 before 23:59 Hrs** Platform: eTB system - the link is included in the file [0_LINK TO UPLOAD BID.pdf] **Paper bids submitted by other means will not be accepted, resulting in bid disqualification**.
Bid opening session	:	**Date: 9th December, 2026 at 11:00 Hrs**. Using the following link to Join: **https://teams.microsoft.com/meet/3546494465135539?p=keJcBZ2uEVEYXLTcIQ** **Meeting ID:** 354 649 446 513 553 9 **Passcode:** J296yV78

- This Invitation to Bid is issued by the Norwegian Refugee Council (NRC), **Sudan country office**. To ensure prompt responses, **all queries (including any clarification or questions) must be raised on the Q/A message module inside the eTB** by clicking on the Q/A link (link available in the downloaded file [0_LINK TO UPLOAD BID.pdf]). After submitting your question, you will receive an e-mail confirmation from the eTB system.
- To facilitate a comprehensive understanding of NRC's requirements, NRC invites prospective bidders to participate in a remote information session conducted online via Teams. This session will provide an opportunity for bidders to engage in detailed discussions, including questions and answers with NRC representatives. For documentation purposes, NRC may record the information session, and a summary of the key points discussed will be shared with all participating bidders.

2. SCOPE OF WORK/SERVICE/SUPPLY

NRC is currently inviting reputable, registered contractors for expression of interest in prequalification for the provision of Repairs, Rehabilitation and Upgrade of Shelters (Housing Units) the program targets 550 major and 125 minor shelter units and 6 infrastructure Kosti - White Nile while 600 major and 800 shelter units and 4 infrastructures in Gadarif. The objective

of this Invitation is to prequalify a pool of reputable construction entities; technically competent and financially capable that meet NRC's technical, quality, Environmental, Social, Health and Safety (ESHS), and contractual requirements for the implementation of shelter rehabilitation works.

The works may include structural and non-structural repairs; rehabilitation of roofs, walls, floors, doors, and windows; electrical and plumbing repairs; construction or rehabilitation of household sanitation facilities; finishing works; accessibility improvements; and other associated civil works required to restore housing units to safe, durable, and habitable standards. The output of this activity will be notice of being a Prequalified Contractor and once designated as a Pre-Qualified Contractor you will be eligible to be invited to bid on specific requirements in the future. This prequalification will be valid for a maximum period of 2 years for the major and minor Repairs, upgrade and rehabilitation of shelters within the following locations in **Gedaref State: Gedaref, Gedaref Municipality, and Wasat Algedarf localities and for White Nile State: Kosti, and Rabak localities**.

Please read **Section 3** carefully for more details regarding **NRC's mandatory minimum requirements and the required specifications and quantities.**

Vendors must provide as much information/evidence as possible in order to fulfill the requirement of the evaluation criteria.

The vetting of contractors will be completed prior to shortlisting of prequalification process and subsequent notification of decision to contractors. If any information provided by the Bidder throughout the process is proved to be incorrect during the vetting process (or at any other point), then NRC may rescind their prequalification/award decision. Vetting will involve checking bidders and key personnel against Global Watch Sanctions Lists and Enhanced Due Diligence Lists.

This tender process will result in the shortlisting of multiple contractors who will be eligible to be invited to submit competitive financial bids for specific tenders for repairs, upgrades and rehabilitation of housing shelter units in Gedaref and White Nile states.

3. SCHEDULE AND DEADLINE FOR SUBMISSION

The timeline for this tender is outlined in the table below. Please note that all dates are tentative, and NRC reserves the right to alter this schedule. Additionally, the times specified below are in GMT +2 (23:55Hrs Time).

	DATE	TIME
Invitation to Bid release (Advertisement)	**8/11/2026**	**08:00**
Information session (set at least 10 days before submission deadline)	**29/11/2026**	**10:00**
Deadline for request for any clarifications from NRC	**2/12/2026**	**16:00**
Last date on which NRC issues clarifications	**4/12/2026**	**16:00**
Deadline for submission of bids (**eTB system automatically locks out late bids)**	**8/12/2026**	**23:59**
Bid opening session by NRC	**9/12/2026**	**11:00**

4. MANNER OF SUBMISSION:

Please submit your bids in accordance with the requirements detailed below:
Complete **bids** shall be **electronically uploaded strictly through eTB system** no later than the **deadline for submission of bids** set out above under "3. SCHEDULE & DEADLINE FOR SUBMISSION".

If any changes are made to the bid submission method, deadline, or procedures, NRC will immediately notify all interested bidders of the revised guidelines.

Your tender response must be received in the following format:

This tender is a Two-Envelope process:
NRC Sudan will follow the **Two envelope process** for this procurement. Therefore, Please submit your quotation adhering to the instructions outlined below using the **e-tender box (eTB)**:

- Please submit your Bid by uploading all files to the eTB website - the link is included in the file [0_LINK TO UPLOAD BID.pdf], which you downloaded together with this ITB.
- Upload your (**Technical Proposal**) documents in "**Technical Bid**". The price or any other financial information shall NOT be mentioned in the technical bid.
- Upload your (**Financial Proposal**) documents in "**Financial Bid**"
- Click on the "**Submit**" button.
- After the successful bid submission, you will receive an e-mail confirmation from the eTB system. If you need to re-submit your offer, please add #2 after the Company name, and only the latest submission will be considered.
- Please submit technical inquiries using the eTB system before the clarification deadline. Refer to the downloaded file [0_LINK TO UPLOAD BID.pdf] for the inquiry submission link. Upon submitting your question, you will receive a confirmation email from the eTB system.
- If you do not receive confirmation e-mails, or in case of technical problems, please get in touch with **SD.procurement@nrc.no**

In order to avoid technical problems during submission and disqualification of your Bid, **please reduce the file name length before submission**, and please **do not zip folders and sub-folders** because the file with too long name cannot be transferred between different Microsoft Clouds (submit or zip single files only). Files with the same file name cannot be uploaded twice.

Failure to comply with the above submission instructions will lead to bidder disqualification immediately.

Offers must be submitted through the eTB system before the deadline for submission expires. Submitting your Bid after the deadline or outside the eTB system will not be possible.

5. ASSESSMENT CRITERIA

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

Step 1: Administrative compliance check

Bidders must provide evidence of the Compulsory document for their bid to be **considered compliant and valid**.
Initially, a document check will be conducted for all the Compulsory documents listed below in the **Bidder Checklist table**.

#	**Administration Eligibility checklist**	**Y/N**	**Pass/Fail**
1	Copy of Business Registration Certificate /Certificate of Incorporation		
2	Copy of Tax Registration Certificate		
3	Signed Section 5: Ethical Standards		
4	Signed Annex 6: Declaration of Undertaking		
5	Copy of valid License/Membership Certificate from **National Chamber of Contractor and Engineering Services** (company or Individuals)		
6	Signed Declaration of pending litigation or disputes **Self-declared statement** disclosing any ongoing legal or financial disputes, for materiality assessment		
7	Copies of Company Director(s) & owner Passport/ID		

Note:
Administrative Compliance check (Pass/Fail): Failure to provide any of the stated administrative documents will result in automatic failure and dismissal from the evaluation process. Only vendors who pass this assessment proceed to the Technical Evaluation.

Step 2: Technical Evaluation (80%)

A technical evaluation of bids will be conducted for eligible bidders based on the following criteria:

- Upon passing the administrative compliance check in Step 1, bidders will proceed to Step 2, the technical evaluation,
  - **Technical evaluation (80%): In this stage, bidders' technical capacity will be evaluated using a scoring system in the table below.**

#	Applicants Experience	Documentation Proof	Score	Weight
1	Applicants Experience			30%
1.1	Experience in implementing similar projects -Key features - (repairs, rehabilitations) Refers to bidders' ability to demonstrate relevant experience and technical knowledge of the services required, experience working with INGOs, UN Agencies, and Government Institutions.	Contract/PO and Completion Certificates for similar work and value completed within the past five (5) years Three (3) contracts + 3 completion certificates for finalized contracts – each set - 10 marks Successfully completed at least Three (3) projects of similar value and complexity over the past five years completion certificates of Completion or recommendations (specific to construction) from past INGO, Government or UN clients for construction works.	30	
2	**Applicants Capabilities**			50%
2.1	**Quality Management Capability/ Experience QMS - Quality Management System PMS - Project Management System**	Company Profile with **organogram/ company structure** and Policy documents Assessment of the quality of the expertise, to which the Applicant has access to, Projects successfully completed by contractor's as main contractor/subcontractor equivalent in the past five years' (Please Attach structure for specific projects completed, stating location, organization and value of contract).	10	
2.2	**Key Staff Capacity:** Quantitative assessment of the Applicant's Human Resources Capacity in relation to the required expertise as described in the prequalification document.	**CV, Academic Qualification and Years of work experience of key personnel (Firm or Joint Venture/consortium members)** 1. Construction Manager - 5 years 2. Resident Project Manager / Construction Engineer (Civil Engineer/Architect/Builder) - 3 years 3. Foreman (Knowledge on construction) – 5 years 4. Health, Safety and Environment (HSE) - 2 years 5. Mason 6. Carpenter 7. Welder 8. Plumber	20	

		9. Electrician 10. Plant and Equipment supervisor etc (2 marks each **CV** for 10 key roles)		
2.3	Plant and Equipment	**Assets (owned or leased equipment)** Concrete Mixer -1 Concrete vibrators - 1 Scaffolding /Lifting equipment - 1 Welding Machine - 1 Dump Truck/ Lorry - 1 Pick-up Truck -1 Masonry toolbox - 1 Electrical toolbox - 1 Plumbing toolbox - 1 roofing equipment - 1 (**Provide picture, list of equipment** and ownership documents (logbook, lease/rental agreement - 2 marks for each category of equipment listed.)	20	
	Total Technical Score			80%

The pass mark for the Technical evaluation score is 60%

ESHS/ESMP Compliance Check: Failure to provide the signed ESMP/ESHS undertaking will result in bid disqualification!

3	**ESHS Compliance**	**Proof Documentation**	Pass/Fail
3.1	Environmental, Social, Health and Safety (ESHS) or OHS (Occupational Health and Safety) Policy and Management Capacity	**A policy document or method statement showing OHS or ESHS implementation** - Risk Mitigation: steps to manage - Compliance: with labour and environmental compliance - Operational clarity: assign specific roles and responsibilities to team, safety officer - continuous improvement: they provide structured feedback template for site inspections. Yes = Pass No = Fail	**Pass/ Fail**
3.2	Commitment to ESMP/ESHS	Signed acknowledgment/undertaking to comply with the General Requirements for ESHS	**Pass/ Fail**

		Management in the Generic ESMP Table Template (sign and stamp on every page of the document) Yes = Pass No = Fail	
3.3	Evidence of an ESHS/ESS Focal point	Share CV/Contract of the ESHS/ESS personnel (With BSc in Environmental/Civil Engineer/ Geology or Geography/ Environmental Management or any related course with at least 1 year experience) Yes = Pass No = Fail	**Pass/ Fail**

Kindly ensure to adhere to the minimum requirements explained in detail below in "Section 3 Technical description of the Bid - Technical Evaluation indicator".

Step 3: Financial Evaluation (Pass or Fail)

In this prequalification exercise, no financial /priced bids will be submitted. However, NRC has listed some compulsory requirements that shall be submitted under the financial envelop. -

#	Financial Evaluation Criteria	Proof/Verification	Weight
1	**Financial Bid**		
1.1	Bank Statement	Bank statement for at least the past 6 months in -certified Bank account certificate/comfort letter from bank confirming account details – certified and stamped	Yes = Pass No = Fail
1.2	Audited statements the past 2 years i.e 2024 and 2025.	Certified (stamped and signed Audited Accounts	Yes = Pass No = Fail
1.3	Bank Guarantee	Vendor submits to NRC with an **irrevocable and unconditional Letter of guaranteed commitment to submit a** Bank Guarantee for future tender with NRC if determined to be successful and set to be awarded the contract. A value of 10% of offer with 24 months validity for the due and faithful	Yes = Pass No = Fail

		performance by the Service with an actual pricing schedule for future tender.	
	Total Financial Score		**Pass/Fail**

Note:
Failure to provide the financial documents highlighted above will result in bid disqualification!

6. BIDDER'S CHECKLIST

The submission of compulsory documents as per the prescribed guidelines in section "4. MANNER OF SUBMISSION" is a prerequisite for bid eligibility and will serve as a crucial factor in evaluating bidders' technical capabilities and experience.

A. Technical Bid: [Envelope 1 – Technical Documents]:

The **Technical Bid** must encompass the following documents, including any price-related information.

#	Description of Documents	Status*
1	Section 4 – Bidding Form	**Compulsory**
2	Section 5 – Suppliers Ethical Standards Declaration	**Compulsory**
3	Section 6 – Declaration of Undertaking	**Compulsory**
4	Section 7 – Technical proposal (**NO PRICE INDICATION)**	**Compulsory**
5	Summary of Company profile (**SHOULD NOT EXCEED FIVE PAGES**)	**Compulsory**

Note:
Failure to submit any document marked as 'Compulsory' will result in Automatic bid disqualification!

B. Financial Bid: [Envelope 2 – Financial Documents]:

The following documents are to be included in your Financial Bid.

#	Description of Documents	Status*
1	Section 8 –Pricing proposal (**separate electronic envelope**)	**Not Applicable - No pricing proposal is required at the prequalification stage.**
2	Bank Statement for the past 6 months	**Compulsory**
3	Audited financial statements the past 2 years i.e 2024 and 2025	**Compulsory**
4	Bank Guarantee irrevocable and unconditional Letter to NRC	**Compulsory**

Note:
Failure to submit any document marked as 'Compulsory' will result in Automatic bid disqualification!

NRC reserve the right to request additional documents during any stage of the evaluation process.

Kindly note that Sections (4 -8) must be signed and stamped.
***Failure to submit the documents (administrative, technical and financial) marked Compulsory will result in direct bid disqualification.**

7. Site Visit

Site visit is **NOT REQUIRED** this prequalification stage, however, interested bidders should have access to the NRC Project implementation areas in **Gedaref State: Gedaref, Gedaref Municipality, and Wasat Algedarf localities and for White Nile State: Kosti, and Rabak localities**.
NRC shall conduct a virtual pre-bidding information session prior to the deadline for submission of bids.

IMPORTANT NOTE:

- The costs of visiting the Site shall be at the bidder's own expense.
- This site visit is **NOT Applicable in this Prequalification process; however, a prebidding virtual meeting will take place** to provide bidders with an overview of the required minimum documentation, and bidding steps. wBidders must ensure the company representative **fills out their company name clearly in the attendance sheet** provided by NRC at the site visit.
- All bidder's questions must ask through **eTB System**.

SECTION 2

NRC ITB General Terms & Conditions

1 SCOPE OF BID

1.1 The Bid is based on the scope of the assignment as determined in the Bid Data Sheet (Section 1). The instructions to bidders should be read in conjunction with the Bid Data Sheet.

1.2 The successful bidder will be expected to complete the assignment by the Intended Completion Date specified in the Contract to be signed.

1.3 Contract value: The targeted numbers of household shelters and infrastructural projects in both Gadarif and Kosti has been provided for in the ITB as follows:

A. Repairs, Rehabilitation and upgrade of shelters (household units)

and for

	Repairs, Rehabilitation and upgrade of shelters (Household units)		
Location	**Major Repairs**	**Minor repairs**	**Total (Households / Shelters)**
White Nile state: Kosti, and Rabak localities	550	125	**675**
Gedaref State: Gedaref, Gedaref Municipality, and Wasat Algedarf localities	600	800	**1400**
Total	**1150**	**925**	**2075**

B. Infrastructural Projects

Location	**Infrastructural Projects**
White Nile: Kosti and Rabak Localities	6
Gedaref state: Gedaref Municipality, and Wasat Algadarif localities	4
Total	**10**

1.4 NRC's Responsibilities

i. NRC shall prepare and centrally maintain project maps. The project maps shall cover:
   a. Project implementation in both **Gedaref state**: Gedaref, Gedaref Municipality, and Wasat Algedarf localities and **White Nile State**: Kosti, and Rabak localities,
   b. Multiple lots within project localities,
   c. Contractor(s) within the localities,

   NRC will prepare these maps in consistent format and georeference project sites. using GPS coordinates collected during site assessments and HLP due diligence.

ii. To avail built drawings for all communal infrastructural works. For these works, as-built documentation is essential for asset handover to the responsible authorities and for future operation, maintenance and expansion

iii. NRC shall supply all necessary information and written instructions for the Contractor to carry out the contract

obligation properly.

iv. NRC shall, within a reasonable time after the Contractor has notified NRC of the completion of the work (or any agreed-upon work milestone), and before issuance of any Certificate Of Completion, inspect the work and reject or refuse work not conforming to the Contract.
NRC shall promptly issue all required completion certificates provided the works are satisfactory according to the specifications and terms defined by this Contract, NRC will carry out a final inspection of the work (the "Final Inspection") at the conclusion of the Defects Liability Period. The Works shall be deemed to be completed when all Defects have been remedied by the Contractor, and NRC considers the works to be satisfactory according to the specifications and the standards defined by this Contract. NRC will then issue a final "Certificate of Completion." which will be signed by the Contractor manager or authorised staff who signs the Contract.

1.5 Contractors' responsibilities

Contractors shall be required to prepare and submit a detailed itemized list of measures for each rehabilitated structure. That list shall be cross-referenced against the approved Bill of Quantities and will cover the scope, quantities, specifications and locations of all executed works contractors shall be required to submit the following for each household:

- a completed measurement and verification sheet,
- geo-tagged before-and-after photographs, and
- a completion certificate signed by the Contractor, NRC and the household representative.

i. The Contractor shall, with due care and diligence, execute and maintain the works and provide all labor, materials, equipment, transportation and other facilities necessary to substantially complete the works by the agreed completion date, and in accordance with the Contract.

ii. The Contractor should provide differentiated Defects Notification Period reflecting the nature, complexity and value of the works:

a. Shelter and household rehabilitation: 3 months. These works are minor in scope, low in value and mostly non-structural in complexity.

b. Communal infrastructure (schools, health facilities, WASH): 12 months. These works involve higher contract values, comprise structural elements, and electromechanical and hydraulic systems.

iii. The Contractor will be solely responsible for covering all the Workmen's expenses, including transportation to the site.

iv. The Contractor shall allow unlimited access to the NRC representative, or to their authorised representatives, to supervise the works. NRC is entitled to review the type, quantity, and quality of materials and workmanship used in the works to ensure compliance with the contract documents and the standards defined by this Contract.

v. The Contractor shall be responsible for cleaning the site upon satisfactory completion of the works and will be responsible for removing all waste material from the site after completing the project.

2 CORRUPT PRACTICES

2.1 **Norwegian Refugee Council (NRC)** requires Employees, Bidders and Contractors, to observe standards of ethics during the procurement and the execution of contracts. In pursuit of this, NRC defines, for the purposes of this provision, the terms set forth below as follows:

a) "Corrupt practice" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

b) "Fraudulent practice" includes a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the NRC 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 NRC of the benefits of free and open competition.

c) In any case, where fraud or corruption is identified, NRC will:

- reject any bids where the bidder has engaged in corrupt or fraudulent practices in competing for the Contract.

- remove bidding contractors who engage in fraudulent or corrupt practices, from our prequalified list
- liaise with District (Localities) Officials to report if fraudulent or corrupt practices are identified
- terminate works.

2.2 Any communications between a Bidder and the NRC related to matters of alleged fraud or corruption must be made in writing and addressed to the Country Director in Sudan.

3 DATA PROTECTION AND SECURITY

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

4 ELIGIBLE BIDDERS

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

a) the bidder, at the time of Bid, is not: insolvent, in receivership, bankrupt, or being wound up

b) the bidder's business activities have not been suspended;

c) the bidder is not the subject of legal proceedings for any of the circumstances in (b); and

d) The bidder has fulfilled his or her obligations to pay taxes and social security contributions. In a case where VAT is included in a bid, a copy of the VAT certificate must accompany the Bid.

e) A Bidder, and all parties constituting the bidder including sub-contractors, shall not have a conflict of interest. All Bidders found to have 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 NRC regarding this bidding process.

4.2 A Bidder whose circumstances in relation to eligibility change during a procurement process or during the execution of a contract shall immediately inform the NRC.

4.3 NRC reserves the right to refuse a bid at any time if the bidder or any party constituting the bidder, including one of its sub-contractors violates any of the ethical standards provided in this Tender package.

5 JOINT VENTURES, CONSORTIA AND ASSOCIATIONS

5.1 Bids submitted by a joint venture, consortium or association of two or more firms as partners are possible as long as members are jointly and severally liable for the performance of the Contract. Whereas; A Bidder may be a firm that is a private entity, a state-owned entity or any combination of such entities in the form of a joint venture ("JV") under an existing [and **legally binding**] JV Agreement or with the intent to enter into such an agreement supported by a letter of intent to execute a JV Agreement. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The bidder shall nominate an authorised representative who shall have the authority to conduct all business for and on behalf of bidder and any and all its members, if the bidder is a JV, during bidding and contract execution (in the event the bidder is awarded the Contract).

5.2 In case the bidder is a JV, the Bid shall be signed by an authorised representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorised representatives. Bids submitted by a Joint venture will be evaluated jointly against eligibility & evaluation criteria

5.3 A Bidder may be considered to have a conflict of interest for the purpose of this procurement process, if the Bidder: Participates in more than one bid in this bidding process, both as an individual firm and as a JV member. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one Bid

6 ONE BID PER BIDDER PER WORK

Each bidder shall submit only one Bid per Contract. A Bidder who submits or participates in more than one Bid per

Contract will cause all the bids with the bidder's participation to be rejected.

7 COST OF BIDDING

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

8 SITE VISIT – [Optional]

The bidder, at the bidder's own responsibility, risk and Cost, may opt to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the construction of the Works, as set out in the Bid Data Sheet (Section 1).

9 INSPECTION

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

10 OBTAINING AND COMPLETING BIDDING DOCUMENTS

10.1 Bidders who did not obtain the Bidding Document directly from the NRC through eTB platform will be rejected during evaluation. Where a Bidding Document is obtained from the NRC on a bidder's behalf, the bidder's name must be registered with the NRC at the time of issue.

10.2 The bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

11 CLARIFICATION OF BIDDING DOCUMENT

A prospective Bidder requiring any clarification of the Bidding Document shall contact the NRC in writing via eTB system platform to any request for clarification before the deadline for clarification of bids. The NRC will respond in writing to any request for clarification before the deadline for clarification of bids. The NRC shall forward copies of its response to all Bidders who have acquired the Bidding Document, including a description of the inquiry without identifying its source.

12 AMENDMENT OF BIDDING DOCUMENT

12.1 At any time prior to and until 48 hours prior to the deadline for submission of bids, the NRC may amend or cancel the Bidding Document by informing the bidders in writing.

12.2 To give prospective Bidders reasonable time in which to take an amendment or cancellation into account in preparing their bids, the NRC can, at their discretion, extend the deadline for the submission of bids.

13 LANGUAGE OF BID

13.1 The Bid, as well as all correspondence and documents relating to the Bid shall be written in **English**.

13.2 Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

13.3 Copies of official documents such as business registration, tax documents, bank guaranty can be provided in their issuance language.

14 DOCUMENTS COMPRISING THE BID

14.1 The Bid submitted by the bidder shall comprise the compulsory document as determined in the Bid Data Sheet

(Section 1), bidders' checklist.

14.2 All forms must be completed without any alterations to the format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

15 BID PRICE FOR WORK/SERVICE/ SUPPLY CONTRACT:

15.1 Bids must be submitted for entire contracts, not for individual components. Contracts may only be divided into lots if explicitly specified. If per lots, bidders must complete all relevant BoQ or financial proposal documents for the entire lot.

15.2 The bidder shall fill in rates and prices for all items of the Works/supply or service as described in NRC pricing offer or listed in the BoQ (if any); items or services for which no rate or price is entered by the bidder will not be considered as a quote.

15.3 For bidder subject to VAT, VAT should be mentioned in the offers

15.4 Unless otherwise specified in Section 1 - the Bid Data Sheet, all duties, taxes and other levies payable by the bidder under the Contract, shall be included in the total bid price submitted by the bidder.

15.5 The bidder is reminded that it is entirely his responsibility to ensure the accuracy of their Bid. No alteration will be made to the Bid after its submission.

15.6 The financial offer 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, NRC shall correct the arithmetical errors on the following basis:

(a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, **the unit price shall prevail, and the line item total shall be corrected** unless, in the opinion of the NRC there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, **the subtotals shall prevail,** and the total shall be corrected; and

(c) If there is a discrepancy between words and figures, the **amount in figures shall prevail** unless the amount expressed in figures is related to an arithmetic error, in which case the amount in words shall prevail subject to (a) and (b) above.

(d) Bidders shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with Article 15.6 shall result in the rejection of the Bid.

16 CURRENCIES OF BID AND PAYMENT

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

16.2 NRC shall pay by bank transfer within **30 days** of receipt of all the required documents justifying the goods/work/service receipt in good order. Payment will be made directly to the account of the company or company's owner according to the agreed payment terms. Under exceptional cases, payments of 1,000 USD and above made to third-party individuals may be accepted with the presence of an official notary public certification from the company to the third-party individual.

17 BID VALIDITY

17.1 **Bids** shall remain valid for a period of **120 Days after the date of the bid submission** deadline as prescribed by NRC. **A bid valid for a shorter period shall be rejected as non-compliant**.

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

18 ALTERNATIVE BIDS

Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical

design as indicated in the drawings and specifications. Alternative bids shall not be considered unless otherwise indicated in **Section 1 – the Bid Data Sheet**.

19 FORMAT AND SIGNING OF BID

The bidder shall prepare one set of bid documents per Contract that he wishes to bid for. The bidder should hold a copy of the documents with themselves for reference purposes.

20 SEALING AND MARKING OF THE BID

All Bids should be submitted via eTB platform following the respective instructions that are part of this document.

21 DEADLINE FOR SUBMISSION OF BIDS

Bids must be received by the NRC through eTB and no later than the dates and times indicated in Section 1 - the Bid Data Sheet. The eTB platform is closing at the deadline for bid submission, and bidders will not have the chance to submit their offers after the deadline.

22 LATE BIDS

The eTB system doesn't allow the submission of bids after the deadline. For the avoidance of doubt, the NRC shall not consider or accept any bid that arrives after the deadline for submission as stipulated in Section 1 – the Bid Data Sheet. Any bid received by the NRC after the deadline for submission of bids shall be declared late and rejected.

23 WITHDRAWAL AND REPLACEMENT OF BIDS

23.1 A Bidder may withdraw or replace its Bid after it has been submitted at any time before the deadline for submitting bids.

23.2 A bid can be replaced by submitting a revised offer through the e-Tender Box system (eTB), and the latest Bid submitted will be considered the final version. When submitting a revised bid, the Company name in eTB system should be modified by adding #2 in the designated field for the company name.

23.3 After the opening of bids, modifications to bids must be documented, and any discussions must be reported in writing. A bid may be withdrawn at any stage, with written notice signed by an authorised representative to **NRC Sudan**, that clearly states the reason for withdrawal.

24 CONFIDENTIALITY

24.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the best-evaluated bidder is communicated to all Bidders.

24.2 Any effort by a Bidder to influence the NRC in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

24.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the NRC on any matter related to the bidding process, it should do so in writing.

25 CLARIFICATION OF BIDS

NRC may, at its discretion, ask any Bidder for clarification of its Bid. The NRC'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 NRC shall not be considered. All requests for clarifications shall be copied to all bidders for information purposes. No change in the price or substance of the Bid shall be permitted, except to confirm the correction of errors.

26 BIDS VALIDATION

26.1 The NRC's determination of a Bid's validity is to be based on the contents of the Bid itself, which cannot be corrected if determined to be invalid.

26.2 A valid bid is one that complies with all the terms, conditions, and specifications of the Bidding Document, without deviation or omission, which affects, or could affect;

i. the scope, quality, or performance of the Works specified in the Contract; or
ii. limits in any substantial way, the NRC's rights or the bidder's obligations under the Contract

27 EVALUATION OF BID

27.1 The NRC shall examine the legal documentation and other information submitted by Bidders to verify eligibility, and then will review and score bids according to the criteria outlined in **Section 1, Assessment Criteria**.

27.2 In case two bidders score the same in the evaluation, the one with the highest technical ranking will be awarded the contract.

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

27.4 The NRC reserves the right to reject all bids, and re-tender if no satisfactory bids are submitted.

28 AWARD PROCEDURE

28.1 The NRC shall notify the prequalified contractors in writing, with an award letter, to the bidder whose bid has been determined to be responsive.

28.2 Any bidder who has not been selected for prequalification shortlisting, will be notified in writing.

28.3 Until a formal contract is prepared and executed, the Award Letter shall constitute a binding agreement between the Bidder and NRC.

28.4 The Award Letter will state the sum that the NRC will pay to the bidder as prescribed in the Contract, and in accordance with the Bid. This provision shall not be applicable to Framework Agreements.

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

29 SIGNING OF CONTRACT

29.1 Upon receipt of the Letter of Acceptance, the shortlisted contractors will be eligible for invitation to bid for specific NRC projects upon which successful bidder(s) shall be awarded and invited to sign the Contract.

29.2 Within an agreed timeframe, the successful bidder shall sign, date, and return the Contract to the NRC.

30 SUB CONTRACTING

Please be advised that subcontracting is not permitted. Bidders must possess the necessary capabilities to execute the project independently.

31 UNEXPLODED ORDNANCE DISCLAIMER (EXPLOSIVE HAZARDS)

31.1 NRC will screen all sub-projects for potential unexploded ordnance (UXO) risks. For sub-projects that contain UXO risks, NRC will obtain respective UXO clearance certification from an accredited demining entity prior to the commencement of any civil works. However, there is a possibility that there may be Explosive Hazards in the area. Please note, NRC accepts no liability for injury and/or death to contractor's staff or damage to contractor's' property. The contractor shall be required to sign a disclaimer to this effect upon signing the Contract.

Possible explosive hazards will be clarified in the Annex C-UXO due diligence to be assessed and managed, It is the responsibility of the Contractor to check sites / ensure sites are checked for Explosive Hazards, informing their staff of the potential risks of undertaking works where Explosive Hazards may be present, providing staff with appropriate training on Explosive Hazards, and maintaining appropriate insurance / funding to cover injury and/or death of their staff which may arise.

31.2 The contractors will provide Mine Risk Education (MRE), as part of their ESMP commitments, to their personnel

for sub-projects where UXO risks have been identified and also for cases where UXO clearance certificates have been obtained.

Following MRE awareness, any risks will be reported with immediate stoppage of works to be verified by an appropriate security or demining actor, prior to continuation of works. Demining works will be requested should the risk be confirmed following site assessment by the demining actor.

32 Shortlisting of Prequalified Contractors:

32.1 NRC is conducting this prequalification exercise process in order to shortlist potential contractors who will be invited to submit financial bids for the provision of shelter solutions (major and minor repairs, upgrade and rehabilitation of shelters.

32.2 Upon conclusion of this prequalification tender process, the NRC shall issue a written notice to all successful - shortlisted contractors notifying each successful Bidder of their being shortlisted and they will be subsequently eligible to receive tender invitation for specific rehabilitation, renovation and repairs works.

SECTION 3
TECHNICAL DESCRIPTION OF THE BID

Below are our minimum requirements:

General Requirements:

- The bidder has the ability and capacity to carry out minor and major rehabilitation and restoration works according to the timeframe as shall be agreed upon with NRC.
- The bidder will be responsible for providing all necessary engineers, workmen, tools, equipment, and machinery to carry out the works, ensuring their availability upon request. The workmen employed by the bidder must be sufficient in number, and each must have the skills and qualifications necessary to ensure due progress and satisfactory completion of the works.
- All Workmen must be obliged with the Health and Safety policies, and the bidder must ensure they have all necessary Health and safety tools and equipment.
- The bidder will be solely responsible for covering all of the section 2 workmen's expenses, including transportation to the site.
- The bidder shall be responsible for safeguarding all materials, tools, equipment, and machinery on site.
- The bidder shall be responsible for removing all waste material from the site as set out
- The bidder must have a financial system to provide NRC with accurate and timely invoices.
- The bidder will be responsible for commencing the work and updating NRC focal points on work progress
- NRC will reserve the right to spot-check the site, without notifying the bidder
- Upon completion of the work by the bidder, an NRC Engineer will verify that the work has been completed satisfactorily in accordance with the specifications of the order to render the actual BoQ. If the works have not been completed satisfactorily, the Engineer will provide the bidder with a list of defects to be corrected before the works can be signed off. The bidder shall ensure the works are carried out within the time period specified by NRC and at no additional cost to NRC
- The bidder should be solely responsible for any damage caused by their works or during the supply of the materials. NRC reserve the right to monitor the fixing process when applicable.

Specific Requirements: Planning and Assessment

- Site Inspections: Check the structure for damage, weak spots, or hidden dangers.
- Testing Materials: Test for lead, asbestos, or mold before work starts.
- Permits: Get all local building and environmental permits before breaking ground.

- Project Scope: Write a clear plan with steps, timelines, and safety measures.

Worker Safety and Compliance

- Safety Gear: Provide hard hats, masks, and harnesses for all crew members.
- Training: Ensure workers know how to handle hazardous materials safely.
- Site Control: Block off work zones to keep the public and unauthorized people away.
- Waste Disposal: Remove debris and old materials following environmental laws.

Quality Control and Execution

- Code Compliance: Match all work to NRC requirements.
- Material Standards: Use approved, high-grade materials that match the original structure.
- Progress Audits: Inspect the work at key stages to make sure it meets quality rules.

Final Sign-off: Pass final NRC inspections before signing of completion certificate.

Concrete eligibility Criteria

Experience	Description	Minimum Requirement	
Applicants Experience			
Experience under construction -Key features - (communal infrastructure construction, repairs, rehabilitation of household shelters) Refers to bidders' ability to demonstrate relevant experience and technical knowledge of the services required, experience working with INGOs, UN Agencies, and Government Institutions.	Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor in the last five [5] years Successfully completed at least Three (3) projects (specific to construction works) of at least 350,000 USD in value and complexity in the past five [5] years for INGO's, Government or UN clients .	3 contracts @ 10 marks each	Failure to provide any proof of similar work leads to automatic disqualification
Applicants Capabilities			
Specific Construction & Contract Management Experience **Quality Management Capability/ Experience QMS - Quality Management System**	Company Profile with **organogram/ company structure** and Policy documents A minimum of three [3] construction works contracts that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management	3 completion certificates and reference letters from clients for works successfully completed in the past five [5] years within Sudan	Failure to provide any proof of similar work leads to automatic disqualification

PMS - Project Management System	contractor or subcontractor in the past five [5] years. Assessment of the quality of the expertise, to which the Applicant has access to, Projects successfully completed by contractor's as main contractor/subcontractor equivalent in the past five years' (Please attach specific works projects gps, geofenced completed, stating location, organization and value of contract).		
Key Staff Capacity: Quantitative assessment of the Applicant's Human Resources Capacity in relation to the required expertise as described in the prequalification document.	**CV, Academic Qualification and Years of work experience of key personnel (Firm or Joint Venture/consortium members)** 1. Construction Manager - 5 years 2. Resident Project Manager / Construction Engineer (Civil Engineer/Architect/Builder) - 3 years 3. Foreman (Knowledge on construction) – 5 years 4. Health, Safety and Environment (HSE) Officer - 2 years 5. Mason /Brick layer – 2 years 6. Carpenter - 2 years 7. Welder - 2 years 8. Plumber – 2 years 9. Electrician - 2 years 10. Plant and Equipment supervisor etc – 2 years (2 marks each **CV** for 10 key roles)	Key Personnel: 1. Construction Manager 2. Resident Project Manager 3. Foreman 4. Health, Safety and Environment Officer 5. Mason /Brick layer	Failure to provide any proof of similar work experience for 5 key personnel will lead to automatic disqualification

Plant and Equipment	**Assets (owned or leased equipment)** 1. Concrete Mixer -1 2. Concrete vibrators - 1 3. Scaffolding /Lifting equipment - 1 4. Welding Machine - 1 5. Dump Truck/ Lorry - 1 6. Pick-up Truck -1 7. Masonry toolbox - 1 8. Electrical toolbox - 1 9. Plumbing toolbox - 1 10. Roofing equipment - 1 (**Provide picture, list of equipment** and ownership documents (logbook, lease/rental agreement - 2 marks for each category of equipment listed.)	**Key equipment** 1. Concrete Mixer 2. Pick-up Truck 3. Dump Truck/ Lorry 4. Masonry toolbox 5. Electrical toolbox	Failure to provide any proof of key equipment will lead to automatic disqualification

ESHS/ESMP Compliance: Failure to submit the ESHS/ESMP documents will result in automatic disqualification!

ESHS Compliance	**Proof Documentation**	Pass/Fail
Environmental, Social, Health and Safety (ESHS) or OHS (Occupational Health and Safety) Policy and Management Capacity	A policy document or method statement showing OHS or ESHS implementation - Risk Mitigation: steps to manage - Compliance: with labour and environmental compliance - Operational clarity: assign specific roles and responsibilities to team, safety officer - continuous improvement: they provide structured feedback template for site inspections.	Yes = Pass No = Fail
Commitment to ESMP/ESHS	Signed acknowledgment/undertaking to comply with the General Requirements for ESHS Management in the Generic ESMP Table Template (sign and stamp on every page of the document)	Yes = Pass No = Fail
Evidence of an ESHS/ESS Focal point	Share CV/Contract of the ESHS/ESS personnel (With BSc in Environmental/Civil Engineer/ Geology or Geography/ Environmental Management or any related course with at least 1 year experience)	Yes = Pass No = Fail

Financial Situation and Performance

Financial Capabilities: Failure to submit the financial documents will result in automatic disqualification!

i. Bank Statement: The Applicant shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.
ii. Audited Accounts: The audited balance sheets acceptable to the Procuring Entity, for the last two [2] years shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability.
iii. Bank Guarantee: Vendor submits to NRC with an irrevocable and unconditional Letter of guaranteed commitment to submit a Bank Guarantee for future tender with NRC if determined to be successful and set to be awarded the contract. A value of 10% of offer with 24 months validity for the due and faithful performance by the Service with an actual pricing schedule for future tender.