

REQUEST FOR PROPOSAL

Date of issue:	30.Jan.20
RFP no.:	20/00021-2
Contract title:	Feasibility study for a drinking water supply system from the Mayhu spring to the General Reference Hospital (GRH) in Panzi, Bukavu, DRC
Closing date:	13.Feb.20 at 22:00hrs GMT
Contracting Authority:	Norwegian Church Aid Postboks 7100, St. Olavs plass, 0130 Oslo, Norway. Bids are only to be submitted to: procurement@nca.no This e-mail may also be used for questions regarding this procurement. If a bid is sent to the contact person below it will be automatically disqualified from the evaluation. Contact person regarding the assignment: Michele Vecchi E-mail: Michele.Vecchi@nca.no

NORWEGIAN CHURCH AID (NCA) INVITES YOU TO SUBMIT A PROPOSAL FOR FEASIBILITY STUDY FOR A DRINKING WATER SUPPLY SYSTEM FROM THE MAYHU SPRING TO THE GENERAL REFERENCE HOSPITAL (GRH) IN PANZI, BUKAVU, DRC.

Dear Sir/Madam,

The Service is required for **Feasibility study for a drinking water supply system from the Mayhu spring to the General Reference Hospital (GRH) in Panzi, Bukavu, DRC**, an intervention supported by **Norwegian MFA**.

Important note: Issuing the contract is dependant on final approval for funds by Norwegian MFA.

Please find enclosed the following documents which constitute the Request for Proposal:

A Æ Instructions

B Æ Draft Contract

Annex 1: Terms of Reference

Annex 2: Proposal Submission Form (to be completed by the Candidate)

Annex 3: General Terms and Conditions for Service Contracts

Annex 4: Code of Conduct for Contractors



If this document is a PDF format, upon request, a copy of the **Proposal Submission Form** can be forwarded in a WORD format for electronic completion.

We should be grateful if you would inform us by email by 06.Feb.20 of your intention to submit or not a proposal.

A. INSTRUCTIONS

In submitting a proposal the Candidate accepts in full and without restriction the special and general conditions including annexes governing this Contract as the sole basis of this procedure, whatever his own conditions of services may be, which the Candidate hereby waives. The Candidates are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Request for Proposal.

A.1. Scope of services

The Services required by the Contracting Authority are described in the Terms of Reference in Annex 1.

The Candidate shall offer the totality of the Services described in the Terms of Reference. Candidates offering only part of the required Services will be rejected.

A.2. Cost of proposal

The Candidate shall bear all costs associated with the preparation and submission of his proposal and the Contracting Authority is not responsible or liable for these costs, regardless of the conduct or outcome of the process.

A.3. Eligibility and qualification requirements

Candidates are not eligible to participate in this procedure if they are in one of the situations listed in article 33 of the General Terms and Conditions for Service Contracts.

Candidates shall in the Proposal Submission Form attest that they meet the above eligibility criteria. If required by the Contracting Authority, the Candidate whose proposal is accepted shall further provide evidence satisfactory to the Contracting Authority of its eligibility.

Candidates are also requested to certify that they comply with the Code of Conduct for Contractors.

A.4. Exclusion from award of contracts

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

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

A.5. Documents comprising the Request for Proposal

The Candidate shall complete and submit the following documents with his proposal:

- a. Proposal Submission Form (Annex 3) duly completed and signed by the Candidate
- b. CV. highlighting the Candidate's experience in the specific field of the Services and his/her specific experience in the country/region where the Services are to be performed;

The proposal and all correspondence and documents related to the Request for Proposal exchanged by the Candidate and the Contracting Authority must be written in the language of the procedure, which is English.

A.6. Financial proposal

The Financial Proposal shall be presented as an amount in NOK, EUR or USD in the Proposal Submission Form in Annex 3. The remuneration of the Candidate under the Contract shall be determined as follows:

Global price: The Candidate shall indicate in his/her proposal his/her proposed global remuneration for the performance of the Services. The Candidate shall be deemed to have satisfied himself as to the sufficiency of his/her proposed global remuneration, to cover both his/her fee rate, including overhead, profit, all his/her obligations, sick leave, overtime and holiday pay, taxes, social charges, etc. and all expenses (such as transport, accommodation, food, office, etc.) to be incurred for the performance of the Contract. The proposed global remuneration shall cover all obligations of the successful Candidate under the Contract (without depending on actual time spent on the assignment) and all matters and things necessary for the proper execution and completion of the Services and the remedying of any deficiencies therein.

Allowances for deployment in DRC, additional to daily rate. NCA will provide airplane tickets (economy class), insurance, accommodation (bed and breakfast) and local transport.

VAT and/or any sales tax applicable to the purchase of services shall be indicated separately in the proposal.

A.7. Candidate's proposed personnel

In the Organisation and Methodology Form, Annex 2, the Candidate shall include a detailed description of the role and duties of each of the key experts or other non-key experts, which the Candidate proposes to use for the performance of the Services. The key experts are those whose involvement is considered instrumental in the achievement of the contract objectives. The CV of each key expert shall be provided highlighting his/her experience in the specific field of the Services and his/her specific experience in the country/region where the Services are to be performed. The Candidate whose proposal is accepted shall provide, if so requested by the Contracting Authority, copies of diplomas and employers' certificates or references proving the key experts' education, professional experience and language proficiency.

In the Proposal Submission Form, Annex 3, the Candidate shall provide detailed information about key experts' actual availability for the performance of the Contract.

If, before the signing of the Contract, a key expert proposed in the proposal is no longer available the Candidate shall inform the Contracting Authority immediately and the proposal will in such case be considered invalid.

A.8. Validity

Proposals shall remain valid and open for acceptance for 30 days after the closing date.

A.9. Submission of proposals and closing date

Proposals must be received at the e-mail address mentioned on the front page.

A.10. Evaluation of Proposals

The evaluation method will be the quality and cost-based selection. A two-stage procedure shall be utilised in evaluating the Proposals; a technical evaluation and a financial evaluation.

Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights of 70% for the Technical Proposal; and 30% for the offered price. Each proposal's overall score shall therefore be: $St \times 70\% + Sf \times 30\%$.

Technical evaluation

For the evaluation of the technical proposals, the Contracting Authority shall take the following criteria into consideration, with the indicated weights:

Technical evaluation		Maximum Points
1	Organisation's specialised knowledge and experience in the field of assignment and relevant experience in the geographical area and context.	30
2	Candidate's relevant academic qualifications	5
3	Candidate's relevant experience from working in rural areas / development context.	15
4	Candidate's proficiency in French	10
5	Candidate's relevant policies . e.g. HR policy, health and safety policy, energy policy, climate policy, Global Compact membership etc.	5
6		
Sub-total Candidate and/or Organisation		65
1		
2	Have the Terms of Reference been addressed in sufficient detail?	10
3	Is the sequence of activities and the planning logical, realistic and promising efficient implementation to the Contract?	15
4	Is the work plan adequate in responding to the Terms of Reference	10
Sub-total Organisation and Methodology		35
Total Technical Score		100

Interviews

The Contracting Authority reserves the right to call to interview the Candidates having submitted proposals determined to be substantially responsive.

Financial evaluation

Each proposal shall be given a financial score. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The formula for determining the financial scores shall be the following:

$Sf = 100 \times Fm/F$, in which

Sf is the financial score
Fm is the lowest price and
F is the price of the proposal under evaluation

Negotiations

The Contracting Authority reserves the right to contact the Candidates having submitted proposals determined to be substantially and technically responsive, in order to propose a negotiation of the terms of such proposals. Negotiations will not entail any substantial deviation to the terms and conditions of the Request for Proposal, but shall have the purpose of obtaining from the Candidates better conditions in terms of technical quality, implementation periods, payment conditions, etc.

Negotiations may however have the purpose of reducing the scope of the services or revising other terms of the Contract in order to reduce the proposed remuneration when the proposed remunerations exceed the available budget.

A.12. Award criteria

The Contracting Authority will award the Contract to the Candidate whose proposal has been determined to be substantially responsive to the documents of the Request for Proposal and which has obtained the highest overall score.

A.13. Signature and entry into force of the Contract

Prior to the expiration of the period of the validity of the proposal, the Contracting Authority will inform the successful Candidate in writing that its proposal has been accepted and inform the unsuccessful Candidates in writing about the result of the evaluation process.

Within 5 days of receipt of the Contract, not yet signed by the Contracting Authority, the successful Candidate must sign and date the Contract and return it to the Contracting Authority. On signing the Contract, the successful Candidate will become the Contractor and the Contract will enter into force once signed by the Contracting Authority.

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

A.14. Cancellation for convenience

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

B. DRAFT CONTRACT (SERVICE)

CONTRACT TITLE: for Feasibility study for a drinking water supply system from the Mayhu spring to the General Reference Hospital (GRH) in Panzi, Bukavu, DRC.

Reference no.: 20/00021-2

Instructions to candidates: At this stage of the Request for Proposals this draft contract is for your information and intended to make you aware of the contractual provisions. The information missing in this document will be filled in when a Contractor has been selected, and the draft Contract will then become the final Contract between the Contracting Authority and the successful Contractor.

Norwegian Church Aid
Postboks 7100, St. Olavs plass,
0130 Oslo, Norway.
("The Contracting Authority"),

and

of the one part,

<Name and address of candidate>
(The Contractor)

of the other part,

have agreed as stipulated in the attached document:

The Contract is done in English in two originals, one original being for the Contracting Authority and one original being for the Contractor.

Note! Remember to initial every page of the contract.

For the Contractor

Name:

Title:

Signature:

Date:

For the Contracting Authority

Name:

Title:

Signature:

Date:



This Contract shall be signed and stamped by the Contractor and returned to Norwegian Church Aid to email procurement@nca.no latest within 5 working days from date of receipt.

Special conditions

B.1. Scope of services

The subject of the Contract is **Feasibility study for a drinking water supply system from the Mayhu spring to the General Reference Hospital (GRH) in Panzi, Bukavu, DRC**. The %Services+are described in the Terms of Reference and further specified in the

B.2. Commencement Date

The Contract shall commence after signature of this Contract by both parties.

B.3. Period of implementation

The period of implementation of the services is 30 week-days from the commencement date.

B.4. Delivery of Services

The Contractor agrees to deliver Services to the Contracting Authority pursuant to the Contract, which shall conform with the Terms of References, Annex 1

In the event of the Contracting Authority placing a contract, which the Contractor considers it cannot substantially meet because of unavailability of staff or inability to meet the Terms of References, before proceeding to make a partial delivery of the services, the Contractor shall seek further written instructions from the Contracting Authority.

The Contractor shall cover all costs related to the remedy of an unacceptable Service.

The Contractor shall be responsible for providing all the necessary personnel, equipment, materials and supplies and for making all necessary arrangement for the performance of its obligations under this Contract.

B.5. Remuneration

The Candidate shall indicate in his/her proposal his/her proposed daily fee-rate (based on an eight-hour working day) including overhead, profit, all his/her obligations, sick leave, overtime and holiday pay, taxes, social charges, etc. and all expenses (such as vaccinations, visa applications, food, office, etc.) to be incurred for the performance of the Contract. Costs and expenses which are not mentioned in the Contract shall be deemed covered by the overhead of profit included in the fees.

NCA will provide airplane tickets to/from DRC (economy class), insurance, internet, accommodation (bed and breakfast) and local transport.

B.6. Reporting

The Contractor shall submit reports as specified in the Terms of Reference, Annex 1. The Contractor shall keep the Contracting Authority updated on contract progress on a regular basis.

B.7. Payment

Payments shall be made in <currency> by bank transfer to the following account:

Account Number:

IBAN:

Name of Bank:

Address of Bank:
Account name:
Swift Code:

Payment will be made by the Contracting Authority within 30 days from approval by the Contracting Authority and receipt of the Contractor's invoice.

B.8. Tax and social contributions

The Contracting Authority shall have no obligation or responsibility in connection with taxes or levies payable by the Contractor in its country of establishment or in the beneficiary country in connection with its performance of this Contract.

B.9. Order of precedence of contract documents

The Contract is made up of the following documents, in order of precedence:

1. This Contract
2. Terms of Reference (Annex 1)
3. CV. of Contractor and/or key expert(s)
4. Proposal Submission Form (Annex 2)
5. Terms and Conditions (Annex3):

<https://www.kirkensnodhjelp.no/contentassets/25dadc5354f64b51a59c9483d7d47b32/ser-8-gtc-service-contracts-jan-2018.pdf>

6. Code of Conduct (Annex4):

<https://www.kirkensnodhjelp.no/contentassets/b8715ab90875436a8c794eb153d48bb9/gen-4-1-code-of-conduct-for-contractors-jan-2019.pdf>

The various documents making up the Contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

B.10. Language

The language of this Contract and of all written communications between the Contractor and the Contracting Authority shall be English.

B.11. Entry into force and duration

The Contract shall enter into force and effect after signature by both parties of this Contract. The Contract shall remain into force and effect until the end of the liability period as defined in the General Terms and Conditions for Service Contracts.

B.12. Notices

Any written communication relating to this contract between the Contracting Authority and the Contractor must state the Contract title and Contract number, and must be sent email or by hand to the addresses identified in this Contract.

ANNEX 2: PROPOSAL SUBMISSION FORM

My financial proposal for my services is as follows:

Fees/time based price

	Est. Days	Amount per day	Total Amount
Consultancy daily fee			
Additional to daily fee while in DRC NCA will provide airplane tickets to/from DRC (economy class), insurance, internet, accommodation (bed and breakfast) and local transport.			
Daily cost for induction meetings in Oslo (for consultants not based in Oslo)			
Translation cost of the final report in French (if applicable)			
Total fees			
VAT or other tax on services			
Total price incl. taxes			

Option: Cost for the topographic survey in case the consultant proposes to realise it directly (daily and allowances rates for topographer; rent of the equipment etc.)			
Total fees			
VAT or other tax on services			
Total price incl. taxes			

CANDIDATE OR COMPANY INFORMATION

Company (legal name)	
Street name and no.	
City	
Postal code	
Country	
Phone no.	
Email	
Website	
Director (name)	

Option: GENERAL COMPANY INFORMATION	
Year of establishment	
Number of full time employees	
Licensing authority	
Licence number (VAT no./TAX id)	
Countries with registered office:	
Registration Certificate . please attach	
Does your company have CSR related policies in place . e.g. Health, Safety, HR, Energy or Climate policy or is a member of Global Compact? Please state which policies.	
Is your company e.g. ISO 26000/50001/14000 certified or SA8000 certified? Please state which.	
Does your company have a Code of Conduct?	

REFERENCES				
Name and country of customer	Type of contract	Value	Contact name	Phone/fax and email

Include details of the experience and past performance on contracts of a similar nature within the past five years and information on other contracts in hand and/or future commitments including details of the actual and effective participation in each of such contracts, description of the Candidate's assignments and periods of engagement. Additional documents can be attached to the above form.

The proposal is valid for a period of 30 days after the closing date in accordance with the article A.9. Validity.

After having read your Request for Proposal no. 20/00021-2 for **Feasibility study for a drinking water supply system from the Mayhu spring to the General Reference Hospital (GRH) in Panzi, Bukavu, DRC** dated 28.Jan.20, and after having examined the Request for Proposal, I/we hereby offer to execute and complete the services in conformity with all conditions in the Request for Proposal for the sum indicated in our financial proposal.

Further, I/we hereby:

- Accept, without restrictions, all the provisions in the Request for Proposal including the General Terms and Conditions for Service Contracts - V and the draft Service Contract including all annexes.
- Provided that a contract is issued by the Contracting Authority I/we hereby commit to perform all services described in the Terms of Reference, Annex 1.
- Certify and attest compliance with eligibility criteria of article 33 of the General Terms and Conditions for Service.
- Certify and attest compliance with the Code of Conduct for Contractors in Annex 4.

The above declarations will become an integrated part of the Contract and misrepresentation will be regarded as grounds for termination.

Signature and stamp:

Signed by:

The Candidate

Name of the company

Address

Telephone no.

Email

Name of contact person