## ANNEX SER 2: Request for Proposal (SERVICE)

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| This note is for the Contracting Authority on how to complete this Request for Proposal: *Where you see:* **(Note:….)** *this is just a guidance for you and you shall delete these notes from the document.*  *Where you see <…> please enter information.*  *Options are marked* (Option:…) *\*\*\*\**DELETE this Page prior to submitting the Request for Proposal*\*\*\*\** **INFORM GLOL OSLO oF procurements EXCEEDing EUR 30,000** |

**REQUEST FOR PROPOSAL**

TO:

|  |  |  |  |
| --- | --- | --- | --- |
| <Name and address> |  | **Date of issue:** | <Date> |
|  | **RFP no.:** | <RFP no.> |
|  | **Contract title:** | <Contract title> |
|  | **Closing date:** | <Date and time> |
|  | **Contracting Authority:** | <Name and address>  Contact person: <Name>  Tel: <Number>  Fax: <Number>  Email: <Email> |
|  |  | Please note that the Proposals may be delivered to the Contracting Authority at the above address in a sealed envelope clearly marked with the above RFP Number and the name of the submitting company. | |

**<name of Contracting Authority>** **invites you to submit a proposal for <type of Consultancy Service>**

Dear Sir/Madam,

The Service is required for <brief description of the Project> an intervention supported by <name of donor>.

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

**A – Instructions**

**B –(Option: Draft Contract) (Note: delete option if the Draft Contract is not submitted with the Request for Proposal)**

**Annex 1: Terms of Reference**

**(Option: Annex 2: Organisation and Methodology Form** (to be completed by the Candidate)**)**

**Annex 3: Proposal Submission Form** (to be completed by the Candidate)

**Annex 4: General Terms and Conditions for Service Contracts**

**Annex 5: Code of Conduct for Contractors**

**(Note: Delete Annex 2 if irrelevant to the Contract and revise the sequence of numbering of the Annexes)**

If this document is a PDF format, upon request, a complete copy of the above documents can be forwarded in a WORD format for electronic completion. It is forbidden to make alterations to the text.

We should be grateful if you would inform us by email 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.

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.

1. **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.

1. **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.

1. **Exclusion from award of contracts**

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

1. are subject to conflict of interest
2. 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
3. **Documents comprising the Request for Proposal**

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

1. Proposal Submission Form (Annex 3) duly completed and signed by the Candidate
2. (Option: Organisation and Methodology using the structure in Annex 2) **(Note: if Annex 2 was deleted on page 1, please also delete here)**
3. 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;
4. Copies of any registration certificates as required by national legislation or competent authorities including company registration certificates, tax registration, VAT registration and membership certificates of any relevant professional bodies.

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.

1. **Financial proposal**

The Financial Proposal shall be presented as an amount in <currency> in the Proposal Submission Form in Annex 3. The remuneration of the Candidate under the Contract shall be determined as follows:

**(Note: please select one of the options or adjust to project requirements and delete the others)**

#### (Option 1: 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 themselves 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.

#### (Option 2: Global price for fees and actual reimbursable expenses:) The Candidate shall indicate in his/her proposal: (i) his/her proposed global remuneration and (ii) if applicable, his/her comments or counterproposals on the budget for reimbursable expenses specified in the Draft Contract. The Candidate shall be deemed to have satisfied themselves as to the sufficiency of his/her proposed global remuneration, to cover his/her fee rate, including overhead, profit, all his/her obligations, sick leave, overtime and holiday pay, taxes and social charges, etc. 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. The Candidate shall be entitled to the reimbursement of actual expenses incurred for the performance of the Contract as specified in the Draft Contract. Costs and expenses, which are not mentioned in the Contract, shall be deemed covered by the overhead of profit included in the fees. The Candidate may propose comments or counterproposals on the budget for such reimbursable expenses in his/her proposal (Proposal Submission Form, Annex 3).

**(Option 3: Fee/time-based price:)** The Candidate shall indicate in his/her proposal: (i) his/her proposed daily fee-rate (based on an eight-hour working day) <monthly fee rate> and (ii) if applicable, his/her comments or counterproposals on the budget for reimbursable expenses specified in the Draft Contract. Costs and expenses which are not mentioned in the Contract shall be deemed covered by the overhead of profit included in the fees.

**(Note: Describe specific national VAT and/or any sales tax documentation requirement, if any, and delete this note.**

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

**IMPORTANT NOTE: In cases where the candidate is not registered for VAT or other applicable sales tax in the country where the services are to be rendered, VAT or other applicable sales tax should not be included in the proposal and will not be paid by the Contracting Authority.**

1. **(Option: 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 Service.

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. **(Note: if single Candidate required, please delete this option)**

1. **(Option: Subcontractors)**

If the Consultant intends to use subcontractors, the Consultant shall state in the Organisation and Methodology Form, Annex 2, their names, qualifications, role and duties in the performance of the service and the Consultant shall specify the parts of the Services which will be executed by the subcontractors, which may not exceed 30% of the service. Provisions of article “Candidate’s proposed personnel” concerning the Candidate’s personnel and the article concerning eligibility and qualification requirements shall apply to the subcontractors or the subcontractor’s personnel. **(Note: if single Candidate is required, please delete this option)**

1. **Validity**

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

1. **Submission of proposals and closing date**

Proposals must be received at the address mentioned on the front page in a sealed envelope not later than the closing date and time specified on the front page.

1. **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 <75>% for the Technical Proposal; and <25>% for the offered price. Each proposal’s overall score shall therefore be: St X <75>% + Sf X <25>%.

**Technical evaluation**

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

#### (Note: modify or delete the below criteria and weights to match requirements of the specific contract, e.g. if only one Candidate, please delete section on key expert. Please ensure that the total of points is equal to 100)

|  |  |  |
| --- | --- | --- |
| Technical evaluation | | Maximum Points |
|
| 1 | (Extent to which any service would be sub-contracted) | <insert no> |
| 2 | (Availability of quality assurance procedures) | <insert no> |
| 3 | (Organisation’s specialised knowledge and experience in the field of assignment and selected region | <insert no> |
| 4 | (Candidate’s relevant academic qualifications) | <insert no> |
| 5 | (Candidate’s relevant experience in the field of assignment) | <insert no> |
| 6 | (Candidate’s experience in the region/country e.g. knowledge of local language, culture, administrative system, government etc.) | <insert no> |
| 7 | (Candidate’s proficiency in <insert language> | <insert no> |
| 8 | (Candidate’s CSR related policies – e.g. HR policy, health and safety policy, energy policy, climate policy, Global Compact membership etc.) | <insert no> |
|  | (CSR related certifications e.g. ISO 26000/50001/140000 or SA80000) |  |
| **Sub-total Candidate and/or Organisation** | | **<40>** |
| 1 | (To what degree does the proposal show understanding of the task?) | <insert no> |
| 2 | (Have the Terms of Reference been addressed in sufficient detail?) | <insert no> |
| 3 | (Is the conceptual framework adopted appropriate for the task?) | <insert no> |
| 4 | (Is the sequence of activities and the planning logical, realistic and promising efficient implementation to the Contract?) | <insert no> |
| 5 | (Is the work plan adequate in responding to the Terms of Reference) | <insert no> |
| **Sub-total Organisation and Methodology** | | **<40>** |
| 1 | (Relevant academic qualifications) | <insert no> |
| 2 | (Relevant experience in the field of assignment) | <insert no> |
| 3 | (Experience in the region/country e.g. knowledge of local language, culture, administrative system, government etc.) | <insert no> |
| 4 | (Proficiency in <insert nation> language) | <insert no> |
| **Sub-total Key expert 1** | | **<20>** |
| **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 x 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.

1. **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.

1. **Cancellation for convenience**

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

1. **Data Protection and Privacy**

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

Submission of any bid, proposal, quotation or offer and acceptance of any subsequent Purchase Order or Contract signifies the bidders consent to such data collection and its processing

The General Terms and Conditions provide reference to the specific rights, and regulations related to the data that is stored.

#### (OPTION: INCLUDE DRAFT CONTRACT IF REQUIRED)

#### B. Draft Contract (Service)

**CONTRACT TITLE: <Title>**

**Reference no.: <Number>**

**(Note: delete option if not required)**

**Instructions to tenderers: at this stage of the tender preparation this Draft Contract document 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 successful Tenderer has been selected, and the “Draft” Contract will then become the final Contract between the Contracting Authority and the Contractor**

**Annex 1: Terms of reference**

* **Background information**

<Information of the country>

<General/relevant background information about the project, the organisation and the partner>

* **contract purpose and Expected results**

**Overall objective:**

<The overall objective of the project is>

**Purpose:**

<The purpose of this contract is>

**Results to be achieved by the Contractor:**

1.

2.

3.

* **(OPTION: ASSUMPTIONS AND RISKS)**

**(Note: an assumption could be that the security situation permits the work to be completed or the Government is willing to cooperate. A risk could be limited access to the area, country etc. Please delete this section if irrelevant to this contract)**

* **Scope of the Services**

<Project information including geographical area to be covered>

<The tasks to be carried out by the Contractor>

<The Management structure: who is responsible for this Contract and who will the Contractor report to>

* **timing, logisitics and facilities**

<When the Contract will commence and period of implementation>

<Location of where the Contractor will be based for the duration of the task>

<Facilities to be provided by the Contracting Authority e.g. office accommodation>

<Facilities to be provided by the Contractor>

* **(Option: KEY EXPERTS AND OTHER PERSONNEL)**

<Brief description. Please see Organisation and Methodology form>

**(Note: please delete if one Contractor only)**

* **(Option: SUB-CONTRACTORS)**

**(Note: please delete this section if irrelevant to the Contract)**

* **reporting**

<Report requirements; what, how and when>

<Language of the reports, no. of copies, and recipient>

* **QUALIFICATION REQUIREMENTS**

<List the required qualifications>

**(Note: do not include financial conditions (fees, reimbursable expenses and payments) in the Terms of Reference (these should be included in the Contract only))**

**(Option: Annex 2: Organisation and methodology)**

**(Note: please delete this annex and all references to it, if not required)**

**To be filled in by the candidates, in compliance with the following instructions:**

**Rationale**

* Any comments on the Terms of Reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the Contract. Detailed list of inputs, activities and outputs. Any comments contradicting the Terms of Reference or falling outside their scope will not form part of the final Contract.
* An opinion on the key issues related to the achievement of the Contract objectives and expected results
* (Option: An explanation of the risks and assumptions affecting the execution of the contract.) **(Note: please delete option if not required)**

**Strategy**

* An outline of the approach proposed for contract implementation.
* A list of the proposed activities considered to be necessary to achieve the contract objectives.
* The related inputs and outputs.
* (Option: In the case of a proposal being submitted by a consortium a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them.) **(Note: please delete option if not required)**
* (Option: If a team of experts: A description of the support facilities (back-stopping) that the team of experts will have from the Candidate during the execution of the Contract.) **(Note: please delete option if not required)**
* (Option: A description of subcontracting arrangements foreseen, with a clear indication of the tasks that will be entrusted to a subcontractor and a statement by the Candidate guaranteeing the eligibility of any subcontractor.) **(Note: please delete option if not required)**

**Timetable of activities**

* The timing, sequence and duration of the proposed activities taking into account mobilisation time.
* The identification and timing of major milestones in execution of the Contract, including an indication of how the achievement of these would be reflected in any reports particularly those stipulated in the Terms of Reference.
* Include a programme.

**(Option: Logical frame)**

* A Logical frame reflecting the considerations above. **(Note: please delete if not required)**

**(Option: Key experts)**

* 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 included 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. In addition the Candidate shall include information on current participation of key experts in other contracts and or commitments to participate in future contracts, including detailed description of their tasks and period of engagement. **(Note: please delete option if only one Candidate is required)**

### Annex 3: proposal submission form

My financial proposal for my services is as follows:

**(Note: please select one of the below options and harmonize this section with article A.6. Financial Proposal)**

**Important note: VAT or any other sales tax should only be included if the candidate is registered for tax purposes in the country in which the services are to be rendered**

**(Option 1: Global price)**

|  |  |  |
| --- | --- | --- |
|  | **Currency** | **Amount** |
| Global price (fees and expenses) |  |  |
| VAT or other tax on services |  |  |
| **Total price incl. taxes** |  |  |

**(Option 2: Global price for fees and reimbursable expenses)**

|  |  |  |
| --- | --- | --- |
|  | **Currency** | **Amount** |
| Global price (fees) |  |  |
| **Reimbursable expenses:** |  |  |
| <Transport> |  |  |
| <Accommodation> |  |  |
| <Per diem> |  |  |
| <Office costs> |  |  |
| <Others> |  |  |
| **Total reimbursable expenses** |  |  |
| VAT or other tax on services |  |  |
| **Total price incl. taxes** |  |  |

**(Option 3: Fees/time based price)**

|  |  |  |
| --- | --- | --- |
|  | **Currency** | **Amount** |
| Fee rate |  |  |
| Number of <days> <months> |  |  |
| **Total fees** |  |  |
| **Reimbursable expenses:** |  |  |
| <Transport> |  |  |
| <Accommodation> |  |  |
| <Per diem> |  |  |
| <Office costs> |  |  |
| <Others> |  |  |
| **Total reimbursable expenses** |  |  |
| VAT or other tax on services |  |  |
| **Total price incl. taxes** |  |  |

**Obligation Statement**

Clearly state whether you are legally obligated to charge VAT for goods and/or services.

Tick appropriate box

|  |  |
| --- | --- |
| **YES** – I **AM** legally obligated to charge VAT | **NO** – I am **NOT** legally obligated to charge VAT |
|  |  |
| State country of tax liability, if any |  |
| State applicable VAT rate |  |

|  |  |
| --- | --- |
| **Candidate or Company information** | |
| Candidate or 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? |  |

**(Note: Please adjust the information as required)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **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 <number> days after the closing date in accordance with the article A.9. Validity.

After having read your Request for Proposal no. <number> for <contract title> dated <date>, 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 – (option: 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 (Option: within the time frame described in our Organisation and Methodology Form). **(Note: please delete option if not required)**
* 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.

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

Any subsequent Contract related to this Proposal will be subject to the Contracting Authorities General Terms and Conditions for Service Contracts and the Code of Conduct for Contractors available through the below link. Printed versions are available on request.

<https://www.kirkensnodhjelp.no/en/about-nca/for-contractors/>

Signature and stamp:

Signed by:

|  |  |
| --- | --- |
| **The Candidate** |  |
| Name of the company |  |
| Address |  |
| Telephone no. |  |
| Email |  |
| Name of contact person |  |