



Invitation to Bid
Legal consultancy/lawyer

ORGANISATION	arche noVa e.v. – Initiative for People in Need
LOCATION	Tripoli – North Lebanon
STARTING DATE	July 2022
DURATION	6 months with the possibility for extension

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1. Introduction : arche noVa e.v. – Initiative for People in Need

arche noVa – Initiative for People in Need is an internationally operating, registered aid organization from Germany. Ever since its beginning in 1992, arche noVa supports people who live in unstable situations caused by crisis, conflicts or natural catastrophes. Be it in fast emergency aid missions, rehabilitation / reconstruction projects or long-term development cooperation operations – arche noVa works with local partners and involves the beneficiaries from the start, always following the organization 's fundamental principle: helping people to help themselves.

In Lebanon, arche noVa is registered from registered under No. 5693, Date: 01/10/2019, having its office in Tripoli, Corniche El Mina, in front of Dado Land and above Fadi Mabsout sweet, 2nd floor.

2. Context

The current number of employees at the mission is less than 15 (fifteen) local staff, with 2 (two) expatriates.

The areas of intervention are North, Akkar and Bekaa.

3. Terms of Refernce

I. Legal advices and consultancies:

To provide arche noVa with legal services and assistance through unlimited oral and written consultancies and advices in various legal fields.

Assistance shall include the following:

- A. Providing guidance, legal opinions and advices in various legal matters including HR/employment:
 - a. issues such as: employment contracts, service contracts, voluntary contracts, working hours, salary payment, holidays, trial periods, leaves, allowances, benefits, engagement of daily workers.
 - b. This service will also include drafting and reviewing Internal Regulations and Its registration and legalization at the Ministry of Labor, as well as the update of the internal regulation whenever needed, registering warnings served to employees at the MoL.
- B. Submitting and following termination requests for economic reasons or other.
- C. Drafting and wording of agreements concerning the activities of arche noVa in Lebanon, including MoUs, Service Contracts and lease contracts for office spaces, warehouses and expatriates housing.
- D. Introducing and following up administrative procedures in front of the different Lebanese public administrations: Ministry of Foreign Affairs, Ministry of Telecoms, Ministry of Power, Electricité du Liban, municipalities, Ministry of Labor, ...

- E. Follow up and updating the registration of arche noVa with the relevant Lebanese authorities (replacement of the representative in Lebanon, submitting annual budget, amendments and updating bylaws).
- F. Providing guidance regarding the expatriate staff: obtaining /renewal of the work permits/residence
- G. Assisting in possible issues with the bank (such as: opening/closing new bank account, adding new signatory and in case some difficulties are faced to access the funds)
- H. Informing arche noVa of all new Lebanese laws and regulations, and major changes in the country which may be of interest to the nature of arche noVa activities.
- I. Legal assistance and support in Social Security, income Tax, and VAT issues.
- J. Holding at least one monthly meeting of two hours to **follow-up** on pending issues and procedures. Additional meetings can be also requested by arche noVa for urgent matters.

For the above services, arche noVa is offered the following options to choose from:

1) First option:

Fixed Annual fees amounting to (please specify amount in USD) for unlimited verbal as well as written legal assistance and consultancies.

The fees shall be settled in two equal instalments, every six months, upon presentation of an invoice.

2) Second option:

No fixed fees; instead, a detailed list of all services provided with a pricing for each service, for example: *“Verbal consultancies and advices, shall be charged on the basis of US\$.... per hour”, “for administrative procedures related to the work permits and the residence cards of arche noVa non-Lebanese staff in Lebanon, the fees will amount to US\$....”* etc.

The fees shall be settled on a monthly basis, **upon** presentation of invoice.

N.B.: The representation of arche noVa in court cases and litigations is not included in this section

II. Representation of arche noVa in lawsuits and court cases:

To provide arche noVa with legal assistance and representation in front of the Lebanese courts in lawsuits and court cases lodged by arche noVa or against it.

The support will include the attendance to all the courts' hearings, drafting and submitting written and oral pleadings to the courts, in addition to negotiations and amicable settlements of litigations when I possible, and withdrawal of lawsuits when necessary, etc.

For the lawsuits related to labour issues, the fees are fixed as follow (per lawsuit):

- For Beirut and Mount-Lebanon courts:
 1. First Jurisdiction: USD
 2. Higher court: USD
- For other courts (North Lebanon, Bekaa and South Lebanon):
 1. First Jurisdiction:USD
 2. Higher court: USD

N.B: a separate fees agreement will be issued for each lawsuit upon our appointment by arche noVa.

III. General Conditions:

- **General fees:**

The fees should be made based on proposal, having in mind ToR.

Administrative expenses and taxes due by arche noVa are not to be included in financial offer. They shall be settled separately upon presentation of an invoice detailing the expenses and taxes (official receipts issued by the administration or institutions will be provided).

Kindly note that any service approved but not activated or needed will not be invoiced.

- **Communication:**

The services requested will be addressed in writing within three working days, or verbally within **the same** day.

As for the urgent matters, which are important events occurring on the field and which need immediate action such as accidents, arrest, robbery of premises or offices or cars, stolen or lost phones or official documents (residency/passports), immigration issues at airport and border, and any legal matter requesting direct action with police or prosecutor, immediate action should be taken as soon as communicated by arche noVa.

Communication can be by phone call or sms or any other mean of direct communication to the following contact persons (24/7 and in order of priority).

4. Duration

6 months, renewable.

5. Application guidelines

In order to be eligible for application, you should submit all documents stated below by sending an email addressed to lebanon.procurement@arche-nova.org or by hand to the following address:

arche noVa - Initiative for people in need e.V. Head Office Tripoli - Al Mina Street, Nakhlet El Shate' bldg. 2nd Floor, Facing Dado Land | Lebanon, before June 10th 2022 – 16:30 (Beirut time):

- Annex 1: arche noVa Code of Conduct for Suppliers, signed and stamped
- Annex 2: Invitation to Bid “ITB”, signed and stamped.
- Annex 3: Bid submission letter.
- Financial offer.
- Registration at Lebanese Bar Association.
- At least 3 (three) references from INGOs.
- In addition to the above:
 - in case applicant is a firm:
 - Proof of Company Registration documents.
 - Company profile with the CVs of the proposed staff.
 - In case applicant is an individual:
 - CV
 - Ministry of Finance registration number

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that:

- they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid;
- and if they are awarded the contract, the contract shall be entered into, by and between arche noVa and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

arche noVa’s shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with the ITB, duly signed by an authorized representative, and shall include a copy of the authorization. Bid requested to be withdrawn shall be returned unopened to the Bidders. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

I. Currency and payment

- Offer must be provided in USD only.
- Payment shall be provided in USD, in two methods: either via Bank Wiring Transfer (the bidder company should have a USD bank account in its name in Bank of Beirut) or by Bank Letter/fresh check (the bidder must provide an official delegation letter with the name of the individual recipient of the Bank Letter.
- Only VAT, if applicable, shall be paid in LBP according to the official rate of 1515.
- Payment terms: preferably monthly, but bidder may suggest their payment terms.

II. Offer Validity

- Validity of offer 60 days (this must be mentioned in the offer). A Bid valid for a shorter period shall be immediately rejected by arche noVa's and rendered non-responsive.
- In exceptional circumstances, prior to the expiration of the Bid validity period, arche noVa's may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

III. Clarification of Bid

- In case clarifications are needed, applicants are requested to send their requests via email to lebanon.procurement@arche-nova.org by maximum June 2nd, 2022.
- At any time prior to the deadline for submission of Bid, arche noVa's may for any reason, such as in response to a clarification requested by a Bidder, modify the TOR or ITB in the form of a Supplemental Information to the ToR
- In order to allow prospective Bidders reasonable time to consider the amendments in preparing their Bid, arche noVa's may extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

IV. Amendment of Bid

At any time prior to the deadline for submission of Bid, arche noVa's may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB/ToR in the form of a Supplemental Information to the ITB/ToR.

V. Bid Opening

- No Bid shall be rejected at the opening stage, except for late submission,
- arche noVa's will review the Bid in the presence of evaluation committee
- Confidentiality: Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.
- The selection committee shall review and evaluate the Bids on the basis of their responsiveness to the requirements and ToR, the services provided, the price, and other documentation provided.
- To assist in the examination, evaluation and comparison of bids, arche noVa's may, at its discretion, ask any Bidder to clarify its Bid. arche noVa's request for clarification and the Bidder's response shall be in writing.

VI. Award of Contract

- Contract can be awarded to one or more company /service providers.
- arche noVa' is not obligated to award the contract to the lowest price offer.
- An award letter will be sent to the winning bidder by email, with information regarding contract signature.

- A regret letter shall be sent to those who haven't won.
- Contract Signature: Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to arche noVa.