

Request for Proposal



DRC LEBANON

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Landline: +961-(0)1-339052

August 5 2022

To (Supplier name): All Bidders

Request for Proposal No.: RFP/BEY/22/07 Legal Consultancy Services for Bekaa and North Office

Dear Sir/Madam:

The Danish Refugee Council assists refugees and internally displaced persons across the globe: we provide emergency aid and facilitate access to rights. We work in conflict-affected areas, along displacement routes, and in the countries where refugees settle. In cooperation with local communities, we strive for responsible and durable solutions.

The Danish Refugee Council founded in Denmark in 1956, and has since grown to become an international humanitarian organization with more than 7,000 staff and 8,000 volunteers. Our vision is a dignified life for all displaced. All of our efforts are based on our value compass: humanity, respect, independence and neutrality, participation, and honesty and transparency.

DRC is currently operating protection and economic recovery programming in Lebanon, focusing on refugees and vulnerable members of the host community in rural and urban settings. The protection activities include GBV, CP and PwSN case management, GBV prevention, PSS, legal aid, Individual Protection Assistance, awareness raising and information dissemination, and evidence generation. DRC has offices in 3 governorates, including Beirut, Akkar, and Beqaa. For further information about DRC, please refer to our website: <https://drc.ngo/>

Consultancy:

DRC is seeking to hire a highly qualified candidate who will provide technical support to DRC's legal aid program through the provision of legal counseling, legal assistance and legal representation services to people included in DRC's programming.

Opened positions:

One consultant for DRC North office starting 1st of October 2022

Two consultants for DRC Bekaa Office starting 1st of September 2022

Deliverables: (Refer to ANNEX B ToR for more detailed deliverables)

For each of the expected services outlined above, the Legal Consultant must provide the following deliverables for proof of service provision:

1. Legal Representation: a. All relevant case or court files (proxy, divorce notification and certificate, custody, protection order, kinship, any other decision/documents issued by the judge related to the cases.)
b. Proof of Marriage contract if relevant
c. Completed relevant legal tracker

- 2. Legal Assistance: a. Marriage certificates
- b. Birth Certificates
- c. Death Certificates
- d. Legal Residency Permit
- e. Completed legal assistance forms

- 3. Legal Counseling: a. Completed legal counseling forms

- 4. Legal Training: a. Attendance sheets
- b. Training materials

1. Tender Details

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
1	RFP published	8 th of August 2022
2	Address for Queries	question.tender.lbn@drc.ngo
3	Closing date for clarifications / questions	17 th of August at 11:00am
4	Closing date and time for submission of Tenders	22nd of August 2022 at 14:00 (deadline to receive bids to DRC mailbox)
5	Address for the submission of proposals	LBN-Procurement-RFP@drc.ngo
6	Tender Opening Date	24 August 2022

Required Minimum validity period: **30 Days**

PLEASE NOTE: NO BIDS WILL BE ACCEPTED AFTER THE ABOVE CLOSING TIME AND DATE

Bidders must first apply to the [Online FORM](#), then share the needed documents to DRC email address.

- This RFP is launched for the purpose of establishing a framework agreement of services.
- DRC may choose to cancel the agreement if deemed necessary.
- No advance payment will be paid to the awarded consultant.
- The consultant is expected to mobilize its own resources to deliver the agreed services.

2. Selection and Award Criteria

The selection and award criteria are unique to all tenders. The evaluation process consists of three stages:

1) Administrative, 2) Technical and 3) Financial.

Each stage requires information and documents from the bidder that will determine whether the bidder will progress to next stage or not. Some examples of the documentation requirements are indicated below.

However, the exact criteria for the different stages of evaluation will depend on the nature/type of tender.

The criteria for awarding contracts resulting from this Tender is based on the 'best value for money' principle. For the purpose of this Tender DRC defines 'best value for money' as:

Best value for money should not be equated with the lowest initial bid option. It requires an integrated assessment of technical, organizational and pricing factors in light of their relative importance (i.e. reliability, quality, experiences, availability, and reputation past performance, cost/fee realism, delivery time, reasonableness, need for standardization, and other criteria depending on the item to be procured.

For all bids deemed technically compliant as per the specification stipulated in **Annex B – Terms of Reference**, DRC will give a weighted combined technical and financial score. The weighted score will determine the contract award.

The technical criteria for this RFP and their weighting in the technical evaluation are:

All bidders will be scored on a scale from 1 - 10 for each of the below criteria. All bidders must obtain a score of at least five for the total technical scoring, in order to proceed to the financial evaluation. Shortlisted bidders will be invited to phone interviews (if needed). The financial offer will then be weighed against the technical proposal (cost/ quality). Candidates will be evaluated based on the following criteria and weights:

Technical criteria #	Technical criteria	Weighting in technical evaluation
1.	Technical proposal	20%
1.1	Demonstrable experience interacting with judicial, security, and administrative authorities, and ability to maintain effective working relations with relevant stakeholders	20%
2.	Expertise, Experience and Personal Qualifications - Content	50%
2.1	Minimum of 5 years of experience in private practice, with a particular focus on personal status law and/or family law	15%
2.2	Experience providing legal counseling, assistance and representation on issues including family law matters, civil documentation, legal residency, and HLP	15%
2.3	Experience working with an international non-governmental organization	20%
3	Interview grading for technically shortlisted bidders	30%

Please note that bids shall respond to all criteria, or their bid may be disqualified.

A. Administrative Evaluation

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

#	Annex #	Document	Instructions
1	Supplier to provide	<p>Technical Proposal including: Detailed technical proposal clearly demonstrating a thorough understanding of this TOR and including the following:</p> <ul style="list-style-type: none"> o Detailed CV; including copy of Bar of Association o Outline of relevant experience in provision of similar services and demonstrating existing working relationships with relevant key stakeholders; o Name and contact information of three references; o Availability per month, indicating whether there are minimum or maximum availability limits; o A detailed workplan including methodology and outlining the level of effort for each service as outlined above (to be stipulated in number of days 	<p>Sign, stamp and submit / Mandatory</p> <p>In addition, to apply to the online form</p>
2	A	Cover Letter / Invitation letter including the Tender and Contract Award Acknowledgement Certificate	Sign, stamp and submit / Mandatory
3	B	Terms of reference	Sign, stamp and submit / Mandatory
4	C	Financial Proposal (Supplier can provide additional breakdown template attached to DRC financial proposal form if needed)	Complete ALL sections in full, sign, stamp and submit / Mandatory
5	D	Code of Conduct	Sign, stamp and submit / Mandatory

B. Technical Evaluation

To be technically acceptable, the bid shall meet or exceed the stipulated requirements and specifications in the RFP.

A Bid deemed to meet the criteria if it confirms that it meets the conditions, procedures and specifications in the RFP without substantially departing from or attaching restrictions with them. If a Bid does not technically comply with the RFP, it will be rejected.

C. Financial Evaluation

All bids that pass the Technical Evaluation will proceed to the Financial Evaluation. Bids that are deemed technically non-compliant will not be financially evaluated.

The candidate is required to submit a Financial Proposal in separate email "Annex C - Financial Proposal".

- The Financial Proposal must provide a detailed cost breakdown in USD.
- Bidders must submit an overall fixed price bid in USD.
- Invoicing and payment will be performed by bank transfer in USD.
- All costs will be fixed.

Note: Failure to submit a detailed breakdown may lead to rejection of your proposal.

3. Tender Process

The following processes will be applied to this Tender:

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

4. Submission of Bids

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

Beyond the DRC RFP cover letter (Annex A), the following documents shall be contained with the bid:

- Annex B: ToR
- Annex C: Financial Proposal completed, signed and stamped
- Annex D: Supplier code of conduct /signed and stamped

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

Bids should be submitted via Email, in addition to the online form.

A. Email Submission:

Bids can be submitted by email to the following dedicated, controlled, & secure email address: LBN-Procurement-RFP@drc.ngo

When Bids are sent via email, the following conditions shall be complied with:

- **The RFP number shall be inserted in the Subject Heading of the email**
- **Separate emails** shall be used for the 'Financial proposal' and 'Technical proposal', and the Subject Heading of the email shall indicate which type the email contains
 - **The Financial Bid shall only contain the financial information**
 - **The Technical Bid shall contain all other documents required by the tender.** but **excluding** any pricing information

- Bid documents required, shall be included as an attachment to the email in PDF, JPEG, TIF format, or the same type of files provided as a ZIP file. Documents in MS Word or excel formats, will result in the bid being disqualified.
- Email attachments shall not exceed 4MB; otherwise, the bidder shall send his bid in multiple emails.

Failure to comply with the above may disqualify the Bid.

DRC is not responsible for the failure of the Internet, network, server, or any other hardware, or software, used by either the Bidder or DRC in the processing of emails. The deadline to receive the bids is on the 1st of August 2022 at 14:00 and DRC will be considering only bids received before this timing to its mailbox. Therefore, bidders shall not wait until the last minute submission taking into consideration the internet connection delays and file size.

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

5. Completion of Bid Form

Prices Quoted

Any discount offered must be included in the Bid price.

Currency

The currency of the Bid must be in **USD**. No other currencies are acceptable.

Language

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

Presentation

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

Split Awards

DRC reserves the right to split an award among Bidders in any combination and/or make a partial award for the elements covered in this RFP.

6. Validity Period

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

7. Acceptance

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

8. Award of Contracts

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

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

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

9. Confidentiality

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

10. Collusive Bidding and Anti-Competitive Conduct

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

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

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

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

11. Improper Assistance

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

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

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

12. Corrupt Practices

DRC has zero tolerance for corruption.

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

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

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

13. Conflict of Interest

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

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

14. Withdrawal/Modification of Bids

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

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

A Bidder may modify its Bid *prior* to the RFP closure. Any such modification shall be submitted by email as update version, marked with the original Bid number. **No modification shall be allowed after the RFP closure.**

15. Late Bids

All Bids received after the RFP closure will be rejected.

16. Opening of the RFP

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

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

17. General Conditions of Contract

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

18. Cancellation of the RFP

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

The RFP may be cancelled in the following situations:

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

In no circumstances will DRC be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an RFP, even if DRC has been advised of the possibility of damages. The publication of a procurement notice does not commit DRC to implement the programme or project announced.

19. Queries about this RFP

For queries on this RFP, please contact the Supply Chain Department on the following email address, question.tender.lbn@drc.ngo

Only questions received via email will be answered.

All questions regarding this RFP must be submitted in writing to the above email address. On the subject line, please indicate the RFP number. **FINAL PROPOSALS MUST NOT BE SENT TO THE ABOVE EMAIL.**

All questions during the tender period, as well as the associated answers, will be shared with all suppliers invited by formal emails, or for open tenders published at: www.daleel-madani.org

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

Yours sincerely
Supply Chain Department
DRC Lebanon 2022

Tender and Contract Award Acknowledge Certificate

This attachment shall be signed and submitted with the Bid

1. In compliance with the RFP Instructions and General Conditions of Contract for the Procurement of Goods, we the undersigned, offer to furnish some or all of the items quoted for, at the prices entered in the attached DRC Bid Form No **RFP/BEY/22/07 Legal consultancy Services for Bekaa and North offices**, delivered to the destination specified therein.

2. We accept the terms and conditions set forth in the RFP Letter) and the following requirements have been noted and will be complied with where applicable:

a. We confirm that for any offer made where the delivery destination is not as requested in the RFP, that DRC reserves the right to disregard the offer.

b. That conditional Bid's cannot be accepted.

c. That the currency of the Bid should be in **USD**.

d. DRC reserves the right, at its own discretion:

i. To award a contract for a lesser or greater quantity than the total quantity Bid for.

ii. To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder.

e. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract and acknowledgement copy. In case of urgency successful Bidders(s) may also be notified by email.

f. Any samples requested, either with the Bid, or at a later date, will be in accordance with the specifications of the required item(s). Failure to comply with this may result in the Bid not being considered

g. We confirm that the validity of this offer is for 30 calendar days from the date of the RFP closure

h. We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.

i. We agree to abide by the DRC Code of Conduct as attached as Annex D

3. We note that DRC is not bound to proceed with this RFP and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

We agree to the above terms and conditions.

Submitted by:

Company/Individual Name

Place

Date

Title/Position

Print Name

Signature

A duly authorized company representative
Company Stamp