

Request for Proposal



DRC LEBANON

Paragon Bldg., 3rd floor
Sassine Square, Achrafieh, Beirut
Landline: +961-(0)1-339052

12-April-2022
To: All Bidders

Request for Proposal No.: RFP/LBN/NOL/22/001 – Employability Training.

Dear Sir/Madam:

The Danish Refugee Council assists refugees and internally displaced persons across the globe: we provide emergency aid, fight for their rights, and strengthen their opportunity for a brighter future. We work in conflict-affected areas, along the displacement routes, and in the countries where refugees settle. In cooperation with local communities, we strive for responsible and sustainable solutions. We work toward successful integration and whenever possible – for the fulfilment of the wish to return home.

The Danish Refugee Council was 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.

Operating since 2004 in Lebanon, DRC has addressed the needs and rights of vulnerable populations, working initially with Palestinian refugees (since 2004), Iraqi refugees (2007-2010), Lebanese IDPs (during the 2006 conflict), migrant domestic workers (since 2009) and, since 2011, responding to the Syrian refugee crisis.

For further information about DRC, please refer to our website: www.drc.dk

Purpose of the consultancy:

In 2019, Mercy Corps, the Danish Refugee Council (DRC), Oxfam in Lebanon and Al Majmoua established the Consortium “Linking Vulnerable Populations and Inclusive Market Networks to Advance Sustainable Economic Development in Lebanon” - or “LINKED” to contribute to sustained, inclusive and sustainable economic development in Lebanon. DRC is the consortium lead.

With support from the European Union’s Madad Trust Fund (MADAD), LINKED intends to deliver an integrated livelihoods package comprising a series of mutually reinforcing and sequenced activities. On the one side, it will aim to ensure vulnerable households have enhanced capacities to identify and pursue decent livelihood pathways and improve access to employment opportunities for vulnerable job seekers through enhanced marketable skills and linkages with employers. In parallel, it will seek to strengthen capacities of selected local businesses to provide decent, inclusive and sustainable income generation opportunities.

The €14.5 Million programme will be delivered in Bekaa, Tripoli and Mount Lebanon governorates most affected by displacement for a period of 32 months and will target Lebanese vulnerable populations and refugees. The action is designed so that each agency will serve as thematic lead for various elements of each output – DRC for employability, Mercy Corps for Business Support, Oxfam for Advocacy and Decent Work conditions, and Al Majmoua for financial inclusion – while DRC and Mercy Corps will be delivering the bulk of employability and business support activities in their own geographical area of implementation.

Objectives:

LINKED will hire private sector companies and/or established trainers located in Tripoli to provide employability skills to complement the Vocational Training (VT) and Work Based Learning (WBL)

Responsibilities:

Responsibilities include the following:

- Have a clear curriculum for the mentioned training modules below
- The service provider must have the venue equipped with materials needed to each of the classes
- Test the level of each candidate.
- Concentrate on new methods that the participants can use to be more efficient.

1. Tender Details

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
1	RFP published	12 April 2022
2	Supplier briefing/Technical Meeting (Attendance is recommended but not mandatory)	14 April 2022 at 14:00 via TEAMS
3	Address for Queries	RFQ.LBN.NOL@DRC.NGO
4	Closing date for clarifications / questions	19 April 2022
5	Closing date and time for receipt of Tenders	26 April 2022 at 14:00
6	Address for the submission of proposals	LBN-Procurement-RFP@drc.ngo
7	Tender Opening Date and time	28 April 2022 at 11:00

Required Minimum validity period: 60 Days

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

- This RFP is launched for the purpose of establishing a **Frame Work Agreement**.
- DRC may choose to cancel the agreement if deemed necessary.

2. Selection and Award Criteria:

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

- A) Administrative**
- B) Technical**
- C) Financial**

Each stage requires information and documents from the bidder that will determine whether the bidder will progress to next stage or not. Documentation requirements are indicated below in section **A. Administrative Evaluation**.

ANNEX 37 – RFP TENDER – NATIONAL & INTERNATIONAL

RFP_LBN_NOL_22_001

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, 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 D– Terms of Reference**, DRC will give a weighted combined technical and financial score. The weighted score will determine the contract award.

The technical and financial evaluations carry equal weight in the selection of the successful bidder(s).

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	Technical Proposal	Sign, stamp and submit / Mandatory
2	A	Supplier Code of conduct	Sign, stamp and submit / Mandatory
3	B	General Conditions of Contract	Sign, stamp and submit / Mandatory
4	C	Tender and Contract Award Acknowledge Certificate	Sign, stamp and submit / Mandatory
5	D	Terms of Reference	Sign, stamp and submit / Mandatory
6	E	Financial Work Plan	Complete, Sign, stamp and submit / Mandatory
6	F	Financial Bid Form for Services	Complete, Sign, stamp and submit / Mandatory
7	G	Technical Bid Form for Services	Complete, Sign, stamp and submit / Mandatory
8	H	References Form	Complete, 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 is 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.

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

Technical criteria #	Technical criteria	Weighting
	Technical quality of the proposal	100 %
1.	Technical Proposal	40 %
1.1	Demonstration an understanding of the requested deliverables, covering all components of the TOR	30 %
1.2	Style, language, sophistication, and presentation of the Technical Proposal	10 %
2.	Expertise, Experience and Personal Qualifications - Content	20 %
2.1	Relevant experience and expertise of applicant institution and proposed instructors.	10 %
2.2	Demonstrable knowledgeable in previous similar employability training	10 %
3	Capacity of Training Agency	40 %
4	Availability to have ready venues where the Service Provider will conduct the proposed course in one or all of the target areas (Tripoli, Qalmoun, Baddawi, Minnieh, Dennieh, Koura);	20 %
5	Capacity to run several courses simultaneously	10 %
6	Flexibility to deliver training regardless of road blocks and country's situation and flexibility to shift to online modality in case of lockdown	10 %

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

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 firm or individual is required to submit a Financial Proposal **“Annex E Financial Proposal”** & **“Annex F Financial Bid Form For Services”**. The Financial Proposal must provide a detailed cost breakdown in USD.

For an individual applicant, the application should indicate their availability per month. For company applications, the applicant should indicate whether they have any minimum or maximum availability limits.

Bidders must submit an overall firm-fixed price bid in USD for the services provided.

Financial Evaluation #	Financial Criteria	Weighting in technical evaluation
1	Value for Money	100%
1.1	Bids will be evaluated as per the cost per participant per training, as well as an overall evaluation of the cost per deliverable, Annex H: Financial Proposal- workplan	100%

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, the following documents shall be contained with the bid:

- Technical Proposal
- Annex A: Supplier code of conduct signed and stamped
- Annex B: General Conditions of Contract
- Annex C: Tender and Contract Award Acknowledge Certificate
- Annex D: Terms of Reference.
- Annex E: Financial Work Plan.
- Annex F: Financial Bid Form for Services.
- Annex G: Technical Bid Form for Services.
- Annex H: References Form
- CV or portfolio that shows similar work.

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:

Bids to be submitted by email to the following dedicated, controlled, & secure email address:

RFQ.LBN.NOL@DRC.NGO

When Bids are emailed 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.

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.

5. Completion of Bid Form

Prices Quoted: Any discount offered must be included in the Bid price.

Currency: The costs / fees should be provided in USD.

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 60 days from the RFP 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 confidentially 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 confidentially 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.ngo.

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,

RFQ.LBN.NOL@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.

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
