

Request for Proposal



Addis Ababa Road, Next to UNICEF Offices
Juba, South Sudan

19th March 2019

To: Vendor

Request for Proposal No. RFP-SS-JUB-2019-002: HLP in and Rule of Law Consultant in South Sudan –Malakal & Bentiu.

Dear Sir/Madam:

The Danish Refugee Council Danish Demining Group (DRC DDG) has received a grant from Various donors for the implementation of the humanitarian aid operation in South Sudan. DRC DDG seeks proposals from consultancy firms to do financial review of this project in South Sudan as stated in the Terms of references herein attached.

I. TENDER DETAILS

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
1	RFP published	19 th March 2019
3	Closing date for clarifications	25 nd March 2019
4	Closing date and time for receipt of Tenders	3 rd April 2019, 12.00 EAT
5	Tender Opening Location	Addis Ababa Road, Next to UNICEF Offices Juba, South Sudan
6	Tender Opening Date and time	3 rd April 2019, 14.00 EAT (Public)

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

II. SELECTION AND AWARD CRITERIA

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

Best value for money should not be equated with the lowest initial proposal option. It requires an integrated assessment of technical, organizational and pricing factors in light of their relative importance (i.e. reliability, quality, experiences, 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 proposals deemed technically compliant as per the specification stipulated in Annex A – 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:

Technical criteria #	Technical criteria	Weighting in technical evaluation [Total 100%]
1	Advanced degree in IT, database development, information and data management	15%
2	Significant experience in working with non-governmental organizations, in carrying out extensive analysis of the existing legal structures and processes in place in relation to Housing, Land Property issues and Rule of Law	30%
3	Strong IT skills, as well as understanding of humanitarian operations, sensitive data management, data protection mechanisms, and activities related to database development and rollout	30%
	Ability and willingness to work and travel in South Sudan, visiting DRC field location-Malakal & Bentiu; Knowledge and previous experience in South Sudan will be highly considered	10%
	Demonstrated experience and understanding of quantitative and qualitative data collection and data analysis techniques, and well as understanding of the use of data in humanitarian contexts	10%
	Experience, knowledge and clear understanding of South Sudan's humanitarian context	5%
4	Previous HLP and related consultancy experience	10%
5	Total Score - Section 1	100.00%
	Financial Analysis	
	Total Score - Section 2	Total cost
	Total Score	Cost / technical score

Minimum marks to qualify is 50% .

Please note that proposals shall respond to all criteria, or their proposal may be disqualified.

A. Administrative Evaluation

A proposal shall pass the administrative evaluation stage before being considered for technical and financial evaluation. Proposals that are deemed administratively non-compliant may be rejected. Documents listed below shall be submitted with your proposal.

#	Document	Instructions
1	Technical Proposal	Complete with all necessary information, sign, stamp and submit

	<ul style="list-style-type: none"> • A suitability statement including CV of participating consultant with details of qualifications and experience. • Technical proposal addressing all the technical requirements, summarizes understanding of the TOR, methodology and tools to be used. • Work-plan clearly indicating the activity schedule. • Recommendation letters with Contacts of three organizations that have recently contracted you (in the last three years) to carry out similar assignment. Attach at minimum three (3) copies of such recommendation letters. • Supplier Profile and Registration Form (Annex E) • All supporting documents for the technical proposal • Tender and Contract Award Acknowledgement Certificate (Annex B) 	
2	Financial proposal providing cost of the complete audit	Complete with all necessary costs, sign, stamp and submit

B. Technical Evaluation

To be technically acceptable, the proposal shall meet or exceed the stipulated requirements and specifications in the RFP. A Proposal 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 proposal does not technically comply with the RFP, it will be rejected.

C. Financial Evaluation

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

III. 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

IV. SUBMISSION OF PROPOSALS

Bidders are solely responsible for ensuring that the full proposal 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 proposals received prior to the closing date and time specified.

The following documents shall be contained with the bid:

Technical Proposal

- A suitability statement including CV of participating auditor with details of qualifications and experience.

- Technical proposal addressing all the technical requirements listed in the Terms of Reference, proposal that summarizes understanding of the TOR, methodology and tools to be used.
- Work-plan clearly indicating the activity schedule.
- Recommendation letters with Contacts of three organizations that have recently contracted you (in the last three years) to carry out similar assignment. Attach at minimum three (3) copies of such recommendation letters.
- Supplier Profile and Registration Form (Annex E)
- All supporting documents for the technical proposal
- Tender & Contract Award Acknowledgment Certificate (Annex B)

Financial Proposal

- Financial proposal providing cost pricing of the audit.

Proposals not received before the indicated time and date as set forth on page 1, or delivered to any other email address, or physical address will be disqualified.

Proposals submitted by mail, email or courier is at the Bidder's risk and DRC takes no responsibility for the receipt of such proposals.

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

A. Hard Copy:

Hard copy Proposals shall be separated into 'Financial Proposal' and 'Technical proposal':

- The Financial Proposal shall only contain the financial details
- The Technical Proposal shall contain all other documents required by the tender as mentioned in section A. Administrative Evaluation, but excluding any pricing information

Each part shall be placed in a **sealed** envelope, marked as follows:

RFP No.: **RFP-SS-JUB-2019-005**
TECHNICAL BID
Bidder Name:

RFP No.: **RFP-SS-JUB-2019-005**
FINANCIAL BID
Bidder Name:

Both envelopes shall be placed in an outer **sealed** envelope, addressed and delivered to:

RFP No.: **RFP-SS-JUB-2019-005**
DRC South Sudan Country Office
Addis Ababa Road,
Next to UNICEF Offices
Juba, South Sudan

All proposals must be submitted before the closing date and time in sealed envelopes at the address provided below:

RFQ Tender box at the Juba office– Procurement Office
DRC South Sudan Country Office
Addis Ababa Road,
Next to UNICEF Offices
Juba, South Sudan

Bid submission by email:

Bidders can submit all their Proposal via email to: ro.tenders@drc-ea.org

Two separate email to be sent with subject:

1. RFP-SS-JUB-2019-005: Technical proposal
2. RFP-SS-JUB-2019-005: Financial proposal

V. COMPLETION OF BID FORM

A. Prices Quoted

Any discount offered shall be included in the Proposal price. The proposal price must be all inclusive i.e including all costs associated with providing the service plus the applicable taxes

B. Currency

The currency of the Proposal shall be in United States Dollars (USD). No other currencies are acceptable.

C. Language

All correspondence and documents related to this RFP shall be in English.

D. Presentation

Proposals shall be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations shall be initialed by the signatory to the Proposal. Do not submit blank pages of the Proposal Form and/or schedules which are unnecessary for your offer. All documentation shall be written in English. All Proposal shall be signed by a duly authorized representative of the Bidder.

E. Split Awards

DRC reserves the right to split awards.

F. Validity Period

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

VI. ACCEPTANCE

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

VII. AWARD OF CONTRACTS

This RFP does not commit DRC to award a contract or pay any costs incurred in the preparation or submission of proposals, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any proposal 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 proposal as soon as possible after the proposals are opened. DRC reserves the right to cancel any RFP, to reject any or all proposals 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 proposal and covering contract may be excluded from future DRC RFPs.

VIII. CONFIDENTIALITY

This RFP or any part hereof, and all copies hereof shall be returned to DRC upon request. 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 proposal or responds in any other way to this RFP.

IX. COLLUSIVE BIDDING AND ANTI-COMPETITIVE CONDUCT

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

- The preparation of submission of proposals,
- The clarification of proposals,
- 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.

X. IMPROPER ASSISTANCE

Proposals 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 proposals, shall be excluded from further consideration

Without limiting the operation of the above clause, a Bidder shall 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 proposal 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.

XI. 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.

XII. CONFLICT OF INTEREST

A Bidder shall not, and shall 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 shall 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 shall take steps as DRC may reasonably require, to resolve or otherwise deal with the conflict to the satisfaction of DRC.

XIII. WITHDRAWAL/MODIFICATION OF PROPOSALS

Requests to withdraw a proposal after the proposal Closure Time shall not be honoured. If the selected Bidder withdraws its proposal, DRC shall duly register the said proposal and shall evaluate it alongside all other received Proposals. If the selected Bidder has furnished a Bid security, DRC shall withhold such Bid security until the issue has been resolved.

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

A Bidder may modify its proposal prior to the RFP closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the RFP closure.

XIV. LATE PROPOSALS

All proposals received after the RFP closure will be rejected.

XV. 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.

XVI. CONDITIONS OF CONTRACT

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

XVII. 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 proposal 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 proposal 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 proposals exceed the financial resources available; or
- there have been irregularities in the procedure, in particular where these have prevented fair competition.

DRC shall not 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.

XVIII. QUERIES ABOUT THIS RFP

For queries on this RFP, please contact the Country Supply Chain Manager, em.logs.jub@drc-ssudan.org.

All questions regarding this RFP shall be submitted in writing to the above. On the subject line, please indicate the RFP number. **Proposals shall 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 via email.

XIX. RFP DOCUMENTS

This RFP document contains the following:

1. This covering Letter
2. Annex A: Technical bid form
3. Annex B: Tender and Contract Award Acknowledgment Certificate
4. Annex C: DRC General Conditions of Contract for the Procurement of Services
5. Annex D: DRC Supplier Code of Conduct
6. Annex E: Supplier Profile and Registration
7. Annex F: Financial bid form
8. Annex G: Tender notice
9. Annex H: Terms of Reference

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 proposal 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

DRC Procurement Department
South Sudan Country Programme

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 Services, 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-SS-JUB-2019-005**, for the service 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 60 calendar days from the date of the RFP closure
 - h. We agree to the terms and conditions set forth in the DRC General Conditions of Contract for the Procurement of Services (Annex C)

- i. 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.
 - j. We agree to abide by the DRC Supplier 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 Name

Place

Date

Title/Position

Print Name

Signature

A duly authorized company representative
Company Stamp