

Request for Proposal



Regional Office for DRC – Danish Refugee Council
Villa Lot 56 – Almadies Zone 13 – Dakar - Sénégal

06/18/2024

To interested companies

Request for Proposal No.: DDP-SEN-DKR-2024-05 CONSULTANCE FOR THE MID-TERM EVALUATION OF THE SAHEL REGIONAL FUND (SRF)

The Sahel Regional Fund hosted by Danish Refugee Council and started on June 2022, is a regional humanitarian fund governed by leading NGOs, with an operational presence in Liptako Gourma (LG), Lake Chad Basin (LGB) and in Maradi region in Southwest Niger. The fund targets conflict-affected, hard-to-reach and under-resourced rural areas, as well as areas facing an influx of displaced and conflict-affected people. The SRF is supported by UK Aid (FCDO).

This midterm evaluation, scheduled for 2024, is to assess progress toward SRF goals, identify strengths and areas for improvement, and ensure that the SRF is on track to achieve its intended outcomes. This evaluation will inform any necessary adjustments to strategies and resources. It will use the SRF Theory of Change as the main framework for assessing progress made by the SRF.

The SRF office in DRC is seeking proposals from consultants to carry out an EVALUATION OF THE REGIONAL FUND FOR SAHEL

Accordingly, the DRC hereby requests that you submit your proposal on the basis of this RFP and the Terms of Reference (TOR) contained in Appendix H.

Your proposal must be written in French or in English and be valid for a minimum period of 60 days.

I. TENDER DETAILS

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
1	RFP published	07/24/2024
3	Closing date for clarifications	08/05/2024 at 05PM
4	Closing date and time for receipt of Tenders	08/12/2024 at 05PM
5	Tender Opening Location	Danish Refugee Council Almadies Lot A, Villa 69 Dakar GPS : 14.73702,-17.50649 Lien OSM : https://osm.org/go/axrVs0GTH?m= Lien Google Maps : https://goo.gl/maps/bpexJ5ndQrZx3Fph9
6	Tender Opening Date and time	08/13/2024 at 10am

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

II. IMPORTANT INFORMATION REGARDING THIS RFP:

- The purpose of this RFP is to conclude a contract with the service provider for the provision of consultancy services concerning the SRF of the DRC WANALA regional office. The DRC is seeking proposals from consultants.
- this evaluation will help determine whether the SRF is making progress toward its objectives by identifying attributable changes, highlighting areas for improvement, formulating global and specific recommendations, and defining major learnings related to SRF governance, communication, and management/technical support.
- ***The DRC may decide to terminate the contract if it sees fit.***
- The service is scheduled to start on September 15, 2024, and end no later than November 15, 2024. A maximum of 45 open working days are planned for this evaluation
- DRC may terminate the contract if supplier fails to deliver services on time.

III. SELECTION AND AWARD CRITERIA

The assessment procedure comprises three stages:

- 1) administrative evaluation,
- 2) technical evaluation
- 3) financial evaluation

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 below shall be submitted with your bid.

No.	No de l'annexe	Documents	Instructions
1		Tender form (technical offer)	Mandatory / in supplier format Sign, stamp and submit
2.		Tender form (financial offer)	Mandatory / in supplier format Sign, stamp and submit
3.	B	Certificate of acceptance of tender terms and conditions	Mandatory Sign, stamp and submit
4	C	General Conditions of Contract	Sign, stamp and submit
5.	D	DRC Supplier Code of Conduct	Sign, stamp and submit
6.	E	Supplier profile and registration form	Mandatory Complete ALL sections in full, sign, stamp and submit.
7.	F	Consultant's Declaration Form	Reference document: read and familiarize yourself with its contents (document will be required at contract signing)

8.	H	TOR signed	Mandatory
11.		Tax registration or other documents proving tax status in accordance with applicable legislation.	Mandatory
		Copy of the National Identity Document or passport of the company's legal representative	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.

Tender criteria are specified in Appendix H - Terms of Reference DRC

For the award of this service contract, the evaluation criteria below will govern the selection of the offers received. The evaluation is carried out on a technical and financial basis.

Bidders' offers will be evaluated according to, among others, the following criteria, and points will be awarded on a scale of 1 to 10 for each of the criteria stipulated below

Criteria	Weighting (%)
Experience, technical and professional capacities of the evaluation team (Documented experience, including knowledge of financing mechanism such as pool-fund and knowledge of Central Sahel countries)	60%
Proposed methodology, approach, and scheduled timeline	40%

After drafting its provisional written conclusions but before concluding the technical evaluation, the evaluation committee may arrange interviews with the experts proposed in technically compliant bids. The interview will be conducted by phone or online via Team, and the date and time of this interview will be confirmed or notified to the bidder at least 5 days in advance. In the event of force majeure preventing a bidder from participating in an interview, a new date and time suitable for both parties will be agreed upon with the bidder. If the bidder is unable to participate in the interview on the new date, their bid will be eliminated from the evaluation process.

All bidders must achieve an average score of at least 50% for the total technical rating in order to proceed to the next stage.

The financial offer will then be compared to the technical offer. The information required during the technical evaluation stage constitutes the essential criteria (disqualifying criteria) that bidders must meet. These required conditions are non-negotiable. If a bidder fails to meet any of these criteria, their offer must be immediately rejected without advancing to the next stage of the financial evaluation.

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.

Any discrepancy between the unit price and the total price shall be re-computed by DRC, and the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the final price based on DRC's re-computation and correction of errors, its Bid will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by DRC after it has received the Proposal.

The financial offer will be evaluated separately, the best financial offer will obtain a score of 100%. The scores of the other financial offers will be calculated on a pro rata basis. For example: if 5000 GBP is the best offer and receives a score of 100%. The other bids: 5500 GBP and 6000 GBP and will receive financial scores of 91 ($5000/5500=90.9\%$) and 83 ($5000/6000=83.3\%$), respectively.

IV. TENDER PROCESS

The following processes will be applied to this Tender:

- Tender Period
- Tender Closing
- Tender Opening
- Administrative Evaluation
- Technical Evaluation (1 or 2 round(s) for shortlisted bidders)
- Financial Evaluation
- Contract Award
- Notification of Contract Award

V. 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.

All compliant bids must be drawn up in the bidder's own formats. Please note that these formats must meet all the selection criteria of this RFP.

Any offer that does not allow its quality to be assessed may be rejected by the DRC. In addition, the offer must include the following documents:

Attestation of acceptance of the terms and conditions of the call for tenders (Appendix B), Supplier Profile and Registration Form (Appendix E) and all other relevant documents.

Bids not submitted or 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.

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

A. Hard Copy:

Hard copy Bids shall be separated into 'Financial Bid' and 'Technical Bid':

- The Financial Bid shall only contain the financial bid form,
- The Technical Bid 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.: DDP-SEN-DKR-2024-05
TECHNICAL BID
Bidder Name:

RFP No.: DDP-SEN-DKR-2024-05
FINANCIAL BID
Bidder Name:

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

RFP No.: DDP-SEN-DKR-2024-05
Danish Refuge Council
Almadies Lot A, Villa 69
Dakar
GPS : 14.73702,-17.50649
Lien OSM : <https://osm.org/go/axrVs0GTH?m=>
Lien Google Maps : <https://goo.gl/maps/bpexJ5ndQrZx3Fph9>

B. Email submission

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

tender.ro03@drc.ngo & tender@sahelregionalfund.org

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 Bid’ and ‘Technical Bid’, and the Subject Heading of the email shall indicate which type the email contains**
 - The financial bid shall only contain the financial bid form,
 - The technical bid shall contain all other documents required by the tender, but excluding all 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.

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

Bids can be submitted in one of two ways; hardcopy or electronically. If the Bidder submits a Bid in both Hardcopy and electronically, DRC will choose the version that is the most advantageous to DRC.

VI. COMPLETION OF BID FORM

A. Prices Quoted

Any discount offered shall be included in the Bid price.

B. Currency

The currency of the Bid shall be in **GPB or in XOF** No other currencies are acceptable.

C. Language

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

D. Presentation

Bids 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 Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. All documentation shall be written in ***French or in English***. All Bids shall be signed by a duly authorized representative of the Bidder.

E. Split Awards

DRC reserves the right to split awards.

F. Validity Period

Bids shall be valid for at least the minimum number of days specified in the RFP (Annex B and Annex A1, A2) 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.

VII. 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, 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.

VIII. 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. 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.

IX. 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 Bid or responds in any other way to this RFP.

X. 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 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.

XI. 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 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 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 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.

XII. 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.

XIII. 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.

XIV. WITHDRAWAL/MODIFICATION OF BIDS

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

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 in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the RFP closure.

XV. LATE BIDS

All Bids received after the RFP closure will be rejected.

XVI. 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.

XVII. CONDITIONS OF CONTRACT

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

XVIII. 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; 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.

XIX. QUERIES ABOUT THIS RFP

For all inquiries concerning this RFP, please contact Yves Thierry Ntomb Manguelle (Regional Monitoring, Evaluation, Accountability and Learning Manager SRF) yves.manguelle@sahelregionalfund.org and Cheikhou NGOM (Supply Chain Officer) cheikhou.ngom@drc.ngo;

All questions concerning this RFP should be addressed in writing to the above e-mail address. Indicate the RFP number in the subject line of your message. No offers should be sent to the above e-mail address.

All questions raised during the bidding period, together with the answers, will be communicated to all bidders invited or who have completed the form that allowed this file to be downloaded.

XX. RFP DOCUMENTS

This RFP document contains the following:

1. This covering Letter
2. Appendix H: Terms of Reference (TOR)
3. Appendix B: Certificate of acceptance of tender terms and conditions
4. Appendix C: DRC General Conditions of Contract
5. Appendix D: DRC Supplier Code of Conduct
6. Appendix E: Supplier Profile and Registration Form
7. Appendix F: Consultant Declaration Form

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

Cheikhou Oumar NGOM
Supply Chain Officer
Dakar, July, 24, 2024

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, we the undersigned, offer to furnish some or all the items quoted for, at the prices entered in the attached DRC Bid Form No DDP-SEN-DKR-2023-05, 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 Bids cannot be accepted.
 - c. That the currency of the Bid should be in **EUR**.
 - 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. We confirm that the validity of this offer is for 60 calendar days from the date of the RFP closure.
 - g. We agree to the terms and conditions set forth in the DRC General Conditions of Contract (Annex C)
 - 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 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