

Request for Proposal



REPRESENTATION OF DANISH REFUGEE COUNCIL IN UKRAINE
17/52 Bohdana Khmelnytskoho str.
Kyiv, Ukraine

September 17, 2024

Request for Proposal No.: RFP-UKR-00308998

Provision of consultancy services to design and deliver a series of training sessions on advocacy for women's rights and empowerment for a group of representatives/members of women's groups and organisations and/or CSOs working in women empowerment.

Dear Sir/Madam:

The Danish Refugee Council (DRC) with the funding from the donors implement the humanitarian aid operation in Ukraine. Part of this operation is the provision of **consultancy services to design and deliver a series of training sessions on advocacy for women's rights and empowerment for a group of representatives/members of women's groups and organisations and/or CSOs working in women empowerment**. Therefore, the DRC requests you to submit price bid(s) for the supply of the consultancy services the DRC requests you to submit price bid for the supply of the services listed on the attached Annex A.1 Terms of References.

I. TENDER DETAILS

The Tender details are as follows:

Line	Item	Time, date, address as appropriate
1	RFP published	September 17, 2024
2	Pre-bid technical meeting date	September 24, 2024 11:00 AM UTC 02:00 PM Kyiv time interested suppliers need to confirm participation via email: ukr-procurement@drc.ngo before CoB September 23, 2024
3	Closing date for clarifications	September 25, 2024
4	Questions and Answers publication date	September 26-27, 2024
5	Closing date and time for receipt of bids/proposals	EXTENDED till October 09, 2024 11:00 AM UTC 02:00 PM Kyiv time
6	Tender Opening Location	in the mode of videoconference of the procurement committee members
7	Tender Opening Date and time	EXTENDED till October 09, 2024 12:00 PM UTC 03:00 PM Kyiv time
8	Tender e-mail address	rfg.ukr@drc.ngo

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

II. IMPORTANT INFORMATION REGARDING THIS RFP:

- This RFP is launched for the purpose of establishing a Consultancy Contract for the procurement of consultancy services to design and deliver a series of training sessions on advocacy for women's rights and empowerment for a group of representatives/members of women's groups and organisations and/or CSOs working in women empowerment with details stipulated in the Annex A.1 Terms of References to this letter.
- DRC may choose to cancel the Consultancy Contract if deemed necessary.
- The prices for services should be fixed during the whole term of the contract. DRC may terminate the contract if the contractor cannot provide services under the terms of the contract.
- The consultant shall be prepared to complete the assignment no later than May 30, 2025.
- Payment will be provided in tranches according to the provision of deliverables as stated in Annex A.1 Terms of References. No advance payment will be paid to the awarded supplier. The awarded supplier is expected to mobilize its own resources to deliver the agreed material.
- All prices of the bid must be indicated with VAT deducted. VAT will not be paid in the amount of any service under no conditions.

III. 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 bid 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 bids deemed technically compliant as per the specification stipulated in Annex A.1 – Terms of Reference, DRC will give a weighted combined technical and financial score. The weighted score will determine the contract award.

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.

#	Annex #	Document	Instructions
1	A.1	Terms of Reference	Sign, stamp and submit
2	A.2	Bid Form (Financial)	Complete ALL sections in full, sign, stamp and submit
3	B	Tender and Contract Award Acknowledgement Certificate	Complete ALL sections in full, sign, stamp and submit
4	C	Supplier Profile and Registration Form	Complete ALL sections in full, sign, stamp and submit
5	D	DRC Supplier Code of Conduct	Sign, stamp and submit
6	E	DRC General Conditions of Contract	Sign, stamp and submit
7	F	Clarifications on the legal basis of VAT exemption	Sign, stamp and submit
8	G	Consultant Declaration Form	Sign, stamp and submit
9	H	Technical Proposal, including a description of the proposed approach	Complete ALL sections in full, sign, stamp and submit

		and methodology aligned with the project objectives, the proposed work plan, relevance of activities, risk mitigation strategies, monitoring and reporting mechanisms, and communication with DRC	
10	N/A	Tax registration documents	Submit a copy
12	N/A	Diploma(s) of the proposed Key expert(s) in Journalism, Communication and Public Relations, Education, Political Science, Sociology, Law, Behavioral Sciences	Submit a copy
13	N/A	Proposed experts' CVs with detailing description of qualifications and experience, including their language proficiency	Submit (Bidder's template is acceptable)
14	N/A	At least three reference letters from previous clients (private, public, or NGO sector) or past contracts with previous clients (private, public, or NGO sector) demonstrating experience in capacity development (consultancy, coaching, mentoring, design, and delivery of trainings to adult learners), as well as practical experience in advocacy for human rights and women's rights at any level	Submit copies

A.1 Bidder Formal Criteria

No.	DRC Requirements	Details
1	Completeness of the Bid	<ul style="list-style-type: none"> Bidding Forms and other documentation requested under the Document Checklist (Section A) have been provided and are complete; 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
2	Bid Validity	At least 60 days after bidding closure date

A.2 Preliminary Examination Criteria

If a Bid does not technically comply with the criterion below, it might be rejected:

No.	DRC Requirements	Details
1	Formal	The company/consultant must be a legal entity or individual entrepreneurs registered in Ukraine
2	Experience	Minimum of 2 years of capacity development experience (consultancy, coaching, mentoring, design and delivery of trainings to adult learners)

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.

For all bids deemed technically compliant, 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 80%]
1	Bidder`s Experience and Capacity	30%
1.1	Degree in Journalism/Communication and Public Relations/Education/ Political Science/ Sociology/Law/Behavioral Sciences (Bachelor degree – 5 p.; Master degree – 7 p.; more than one major (Master : Master or Bachelor : Master) – 10 p.)	1-10 points
1.2	Capacity development experience (consultancy, coaching, mentoring, design and delivery of trainings to adult learners) (2 years – 5 p.; 2 to 5 years – 7 p.; 5 years and above – 10 p.)	1-10 points
1.3	Practical experience in advocacy for the human rights, women’s rights at any level (1 year – 5 p.; 1 to 3 years – 7 p.; 3 years and above – 10 p.)	1-10 points
2	Approach and Methodology Pertinence and Layout	40%
2.1	Alignment of the proposed approach and methodology with the project objectives, demonstrated understanding of the project requirements (Adequate, with minor gaps – 5 p.; Full, no gaps – 7 p.; Profound (able to identify the gaps/latent risks and proactively communicate them to the Client) – 10 p.)	1-10 points
2.2	Feasibility of the proposed Workplan, relevance of the activities, set out in the Learning Program, adequacy and quality of learning materials in the training package (Adequate, with minor gaps – 5 p.; Full, no gaps – 7 p.; Profound (able to identify the gaps/latent risks and proactively recommend improvements) – 10 p.)	1-10 points
2.3	Risk mitigation strategies for the risks that are under the Service Provider’s control, identified but not limited to the following : inability for any reason to be present in-person at the agreed venue and time; failure to fulfill the contractual obligations, resulting from the need to replace for any reason the proposed and confirmed key expert(s) ; need to promptly adapt the training content and structure after receiving the participants’ feedbacks in line with the overall project objective and requirements (Adequate, with minor gaps – 5 p.; Full – 7 p.; Profound (able to identify the gaps/latent risks and proactively communicate them to the Client) – 10 p.)	1-10 points

2.4	Approach to monitoring the progress, reporting mechanism and communication with DRC throughout the contractual period (<i>Adequate, with minor gaps – 5 p.; Full – 7 p.; Profound (able to identify the gaps/latent risks and proactively recommend improvements) – 10 p.</i>)	1-10 points
3	References	10%
3.1	Added value of the Service Provider's recommendations regarding participants' engagement, training content and structure, progresse evaluation, laid out in the Technical Proposal on top of the standard requirement (see Section OTHER in the Annex H. Technical Proposal) (<i>Minor – 5 p.; Comprehensive – 7 p.; Innovative – 10 p.</i>)	1-10 points

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

A technically compliant proposal will a proposal that scores at least 4 points in the factor analysis based on the set of technical indicators.

B.1 Panel Interview Evaluation

Bidders who pass the technical evaluation will be invited for an online panel interview. The interview will be evaluated per the following criteria:

Panel Interview criteria #	Panel Interview criteria	Weighting in technical evaluation [Total 20%]
1	Bidder's commitment, performance capability and core competencies behind the capability to fulfill contractual obligations as per quality of performance, time management, efficiency of communication with DRC's Focal Point (<i>Adequate, with minor conditionality – 5 p.; Full, unconditional – 7 p.; Exceeding contractual expectations – 10 p.</i>)	1-10 points

Please note that bids shall respond to all criteria, or their bid 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 evaluation will be based on the total amount of the proposal according to Annex A.2 Bid Form (Financial).

IV. 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

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 responsive Bids shall be written on the **DRC Bid Form (Annex A.2)**.

Beyond the DRC Bid Form, the following documents shall be contained with the bid:

- **Annex A.1. Terms of Reference**
- **Annex A.2. Bid Form (Financial)**
- **Annex B. Tender & Contract Award Acknowledgment Certificate**
- **Annex C. Supplier Profile and Registration Form**
- **Annex D. DRC Supplier Code of Conduct**
- **Annex E. DRC General Conditions of Contract**
- **Annex F. Clarifications on the legal basis of VAT exemption**
- **Annex G. Consultant Declaration Form**
- **Annex H. Technical Proposal**
- **Tax registration documents**
- **Diploma(s) of the Key expert(s) in Journalism, Communication and Public Relations, Education, Political Science, Sociology, Law, Behavioral Sciences**
- **Proposed experts' CVs containing the information required in Section A of this Invitation Letter.**
- **At least three references letters or past contracts with the previous Clients, as specified in section A of this Invitation Letter.**

Bids not submitted on Annex A.2, 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.

Bids submitted by mail, email, or courier by so is at the Bidders risk and DRC takes no responsibility for the receipt of such Bids.

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, Annex A.2
- 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.: RFP-UKR-00308998
TECHNICAL BID
Bidder Name:

RFP No.: RFP-UKR-00308998
FINANCIAL BID
Bidder Name:

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

RFP No.: RFP-UKR-00308998

17/52 Bohdana Khmelnytskoho str.
Kyiv, Ukraine

B. Email submission

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

rfq.ukr@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 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, Annex A.2
 - 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. SUBMISSION OF SAMPLES

N/A

VII. 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 USD, EUR or UAH. No other currencies are acceptable.

If the supplier submits the financial proposal in UAH, the contract in UAH will be concluded with the REPRESENTATION OF DANISH REFUGEE COUNCIL IN UKRAINE. In this case, the services will be provided under an international technical assistance project and will be exempt from VAT according to the project's registration card. The project card will be provided to the winner upon signing the contract. Clarifications on the legal basis for VAT exemption are detailed in Annex F.

If the supplier submits the financial proposal in USD or EUR, a contract in USD or EUR will be concluded with DRC HQ (Denmark). In this case, the supplier is responsible for determining its tax liabilities and for paying any taxes and/or duties in accordance with local laws. DRC will not reimburse the supplier for any taxes, duties, or other contributions payable by the supplier.

C. Language

The Bid Form, and all correspondence and documents related to this RFP shall be in English or English-Ukrainian both.

D. Packing

Not applicable for the particular case

E. Origin

Not applicable for the particular case

F. Presentation

Bids shall be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations shall be initialised 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 English or English-Ukrainian both. All Bids shall be signed by a duly authorized representative of the Bidder.

G. Split Awards

Not applicable for the particular case.

H. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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 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.

XIII. 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 <https://pro.drc.ngo/where-we-work/>, or via DRC's Code of Conduct Reporting Mechanism: <https://pro.drc.ngo/code-of-conduct/>. Reports of suspected corruption can also be reported directly to DRC HQ at c.o.conduct@drc.ngo.

XIV. 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.

XV. 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.

XVI. LATE BIDS

All Bids received after the RFP closure will be rejected.

XVII. OPENING OF THE RFP

This is a restricted tender and there will not be a public opening where bidders may present.

XVIII. 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.

XIX. 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 qualitative 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.

XX. QUERIES ABOUT THIS RFP

For queries on this RFP, please contact the Procurement Focal Point: ukr-procurement@drc.ngo

All questions regarding this RFP shall be submitted in writing to the above. On the subject line, please indicate the RFP number. **Bids shall not be sent to the above email.**

XXI. RFP DOCUMENTS

This RFP document contains the following:

1. Annex A.1. Terms of Reference
2. Annex A.2. Bid Form (Financial)
3. Annex B. Tender & Contract Award Acknowledgment Certificate
4. Annex C. Supplier Profile and Registration Form
5. Annex D. DRC Supplier Code of Conduct
6. Annex E. DRC General Conditions of Contract

7. Annex F. Clarifications on the legal basis of VAT exemption
8. Annex G. Consultant Declaration Form
9. Annex H. Technical Proposal

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