Request for Proposal



DRC/DDG Kenya

10th August 2020

**Request for Proposal No**. RFP NO. KEN -BORESHA -001 :Consultancy for End of Line Evaluation of BORESHA Project (Building Opportunities for Resilience in the Horn of Africa- BORESHA)

Dear Sir/Madam,

**Background and Introduction**

BORESHA (Building Opportunities for Resilience in the Horn of Africa) is 3 year, 14 million Euros project funded by the European Union Trust Fund for Africa. The project's overall objective is to promote economic development and greater resilience, particularly among vulnerable groups in the Cross-Border area between Kenya, Somalia and Ethiopia and is planned to run from December 2017- November 2020. The project adopts a community-driven approach to address the shared nature of the risks and opportunities in this border area. The consortium is led by Danish Refugee Council in partnership with WYG, World Vision International and CARE International.

Funded by the European Union Trust Fund for Africa (EUTF), Building Opportunities for Resilience in the Horn of Africa **(BORESHA)** project is a 3-year cross-border project (December 2017- November 2020) whose overall objective is to promote economic development and greater resilience, particularly among vulnerable groups in the Mandera Triangle (area between Kenya, Somalia and Ethiopia). The project adopts a community-driven approach to address the shared nature of the risks and opportunities on in this border area. It is part of the EU's programme for Collaboration in the Cross-Border areas of the Horn of Africa, providing over 60 million euros of investment to prevent and mitigate the impact of local conflict and to promote economic development and greater resilience in four different cross-border regions. The consortium is led by DRC in partnership with WYG, World Vision and CARE International.

**Expected results of the project**:

1. Communities in Mandera Triangle are more resilient and better prepared for shocks, and response is more effective

2. Individuals and communities are more self-reliant through increased skills and opportunities for cross-border employment, diversified enterprise and livelihoods

3. Cross-border rangeland and other shared natural resources are more equitably and sustainably managed.

**Overall objective of the project**

The overall goal of the project is to promote economic development and greater resilience, particularly among vulnerable groups, including youth, women, displaced persons and persons living with disabilities

**Target Beneficiaries**

Overall project targeted 350, 000 individual beneﬁciaries. The programme sought to work with local and national government authorities, community leaders, young people, women, youth groups, women’s associations, local communities, private sector and local business leadership in Mandera, Gedo and Dolo Ado. Specifically, the project targeted vulnerable communities and individuals or those at risk of migration or displacement

The project has been implemented in the target areas (Mandera county in Kenya, Dollow and Beled Hawa district in Somalia and Dolo Ado and Dolo Bay in Ethiopia) since November 2017 and is planning an end of project evaluation between October and November 2020. The evaluation will help document key achievements, gaps, challenges, lessons, and recommendations for future programming in resilience in volatile context.

Read more on BORESHA here <https://boreshahoa.org/about-boresha/>

**Type of evaluation:** End of Project Evaluation

**Evaluation Trigger:**

This evaluation is triggered by:

**1)** Requirement of the donor and project commitment as set out in the project contract document

2) DRC evaluation policy (MELMOP) on projects with budget threshold > 2 million dollar

**Objectives of the Evaluation**

**•**The objective of this evaluation is to document the overall performance of the project against set goals/impacts, objectives/outcomes, and outputs from project interventions as defined in the project theory of change and results framework. The evaluation will also seek to document any lessons learned, expected as well as unexpected results or changes within and outside the project that impacted project delivery and impact.

•Main focus: The main focus of the evaluation will be to evaluate the results, context, changes and processes and their impact on results delivery and sustainability of benefits from the project. The evaluation will assess the documented project results/reports, the roles of the four implementing partners (DRC, WYG, World Vision International and CARE International), beneficiaries in the 3 countries (Ethiopia, Kenya and Somalia).

**Intended use of the Evaluation findings and recommendations**

The evaluation intended users include EUTF (in full first time), DRC programmes, BORESHA partners and other partners interested in resilience work in the cross-border areas.

•The findings will inform future programming in resilience in cross-border settings specifically in the Horn of Africa.

•The evaluation findings will be presented in a meeting bringing together donors and other stakeholders at the end of the project. The findings will also be shared in other post project partner events as appropriate (e.g. with Altai). Findings from the evaluation will also be widely disseminated. DRC Lessons Learned Note will be used and sent to MEL@drc.dk for input to the annual meta-evaluation process in DRC.

**Scope of the evaluation**

What will and what will not be covered by the evaluation?

•Time frame: The evaluation is expected to be conducted from 1st November 2020-31st January 2021. The evaluation will focus on interventions implemented within the project life time from 2017 to 2020. The study may also refer to other interventions implemented within the project location for comparison.

•Thematic areas: Resilience, Disaster risk reduction (DRR), Index Based Livestock Insurance (IBLI), Livelihoods, Natural resources management. Impacts, challenges lessons learnt, sustainability, replication opportunities, scaling up, (expand each of them to give a sense of what was done under each thematic area (egg technical approaches used, expected results, to what extent did the approaches work?)

•Geographical areas: Dollow Somalia, Mandera Kenya and Dolo Ado and Dolo Bay in Ethiopia, Nairobi for coordination activities.

**Evaluation Criteria**

The evaluation will use the OECD DAC evaluation criteria adapted to humanitarian action by ALNAP (Refer to TOR)

**Methodology**

The evaluation methodology will be further developed by the consultant / evaluator(s) and be well articulated in the response to the ToR. The methodology should demonstrate robustness and rigour in addressing the evaluation objectives and questions. Interested consultants will be expected to propose the design and methodology to be used in this evaluation as part of their proposals. The methodology proposed by the successful consultant shall be discussed, finalized and approved by DRC evaluation committee before commencing data collection as part of the quality assurance process. It is however expected that the methodology will use a mixed-methods approach including both qualitative and quantitative components. The data collection methodologies should use a participatory approach engaging all relevant stakeholders, including community leaders, government counterparts and partners. The consultant should demonstrate how they will conduct document and system review, household surveys, FGDs, KIIs and Field visits/observations as appropriate. The consultant will aim to provide an expanded analytical framework as part of the desk review.

More over the Evaluation team will assess the accountability implementing partners to target beneficiary targeting, Donors and partners. Additionally, they will assess integration of crosscutting issues in particular gender.

# Tender Details

The Tender details are as follows:

|  |  |  |
| --- | --- | --- |
| **Line** | **Item** | **Time, date, address as appropriate** |
| 1 | RFP published | 12th August 2020 |
| 3 | Closing date for clarifications | 24th August 2020, 04.30 pm EAT |
| 4 | Closing date and time for receipt of Tenders | 31st August 2020 ,04.30pm EAT |
| 5 | Tender Opening Location | DRC/DDG -KENYA, NAIROBI OFFICE |
| 6 | Tender Opening Date and time | 1st September 20200, 10.00 am EAT |

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

# 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.

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

## 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.

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Annex #** | **Document** | **Instructions** |
| 1. | A.1 | Bid Form (Technical) | Complete ALL sections in full, 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 | DRC General conditions | Complete ALL sections in full, sign, stamp and submit |
| 5. | D | Supplier code of conduct | Complete ALL sections in full, sign, stamp and submit |
| 6. | E | Supplier Registration form | Complete ALL sections in full, sign, stamp and submit |

## 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.

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

|  |  |  |
| --- | --- | --- |
| **Technical criteria #** | **Technical criteria** | **Weighting in technical evaluation**  **[Total 100%]** |
|  | Proof of past experience (Similar assignments undertaken) – Minimum 3 copies (Refer to TOR ) | 30% |
|  | Technical proposal addressing all the technical requirements summarizes understanding of the TOR, methodology and tools to be used. (Refer to TOR ) | 30% |
|  | Financial proposal - ALL sections dully filled in full, signed, stamped and submitted. | 10% |
|  | A suitability and capacity statement of purposed team including CV of participating consultant with details of qualifications and experience (Refer to TOR ) | 20% |
|  | Work-plan clearly indicating the activity schedule with clear timeframe | 10% |
| Total Technical evaluation weighting scores | | 100% |

## 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.

# 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

# 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**

* Proof of past experience (Similar assignments undertaken) – Minimum 3 copies.
* Technical proposal addressing all the technical requirements summarizes understanding of the TOR, methodology and tools to be used.
* CT Procurement 06\_and\_37\_annex-a\_drc-bid-form-for-services (Annex A.1 - DRC TECHNICAL BID FORM FOR SERVICES) - ALL sections dully filled in full, signed, stamped and submitted.
* A suitability and capacity statement of purposed team including CV of participating consultant with details of qualifications and experience (Minimum 2)
* Work-plan clearly indicating the activity schedule with clear timeframe
* Legality documents i.e. Valid trade licenses
* CT Procurement 02\_Supplier Profile and Registration Form (Standard - Template).
* Tender & Contract Award Acknowledgment Certificate (Annex B)
* CT Procurement 21\_22 General Conditions of Contract (Standard)
* CT Procurement 23\_Supplier Code of Conduct (Standard).

**Financial Proposal**

CT Procurement 06\_and\_37\_annex-a\_drc-bid-form-for-services (Annex A.2 - DRC FINANCIAL BID FORM FOR SERVICES)

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 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 **Submission,**

## Email submission

## Bids should be submitted via DRC Kenya Tender mailbox: [tender.RO01@drc.ngo](mailto:tender.RO01@drc.ngo)

Separate mails shall be sent to include:

* Technical Proposals including required documents (excl. financial bid)
* Financial Proposals (only including financial proposal)

The mails to be clearly marked in subject line with” RFP **NO. KEN -BORESHA -2020-001”**.

# Completion of Bid Form

## 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.

## Currency

The currency of the Proposal shall be in ksh. No other currencies are acceptable.

## Language

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

## 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.

## Split Awards

DRC reserves the right to split awards.

## 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.

# 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.

# 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.

# 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.

# 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.

# 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.

# 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](http://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](http://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](mailto:c.o.conduct@drc.dk).

# 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.

# 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.

# LATE proposalS

All proposals received after the RFP closure will be rejected.

# 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.

# 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.

# 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.

# Queries about this RFP

For queries on this RFP, please contact the Supply Chain department through [procurement.ken@drc.ngo](mailto:procurement.ken@drc.ngo)

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 and at the DRC website: [**www.drc.dk**](http://www.drc.dk)

# RFP Documents

This RFP document contains the following:

1. This covering Letter
2. CT Procurement 02\_Supplier Profile and Registration Form (Standard - Template).
3. CT Procurement 06\_and\_37\_annex-a\_drc-bid-form-for-services (Annex A.1 - DRC TECHNICAL BID FORM FOR SERVICES AND Annex A.2 - DRC FINANCIAL BID FORM FOR SERVICES)
4. Tender & Contract Award Acknowledgment Certificate (Annex B)
5. CT Procurement 21\_22 General Conditions of Contract (Standard)
6. CT Procurement 23\_Supplier Code of Conduct (Standard).
7. Terms of Reference (TOR).

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,

Gaylade Mwendwa

ANNEX B

**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 NO. KEN -BORESHA-2020-001**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:
   1. 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.
   2. That conditional Bid’s cannot be accepted.
   3. That the currency of the Bid should be in **USD***.*
   4. DRC reserves the right, at its own discretion:
      1. To award a contract for a lesser or greater quantity than the total quantity Bid for.
      2. To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder.
   5. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract and acknowledgement copy. In case or urgency, successful Bidders(s) may also be notified by email.
   6. 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
   7. We confirm that the validity of this offer is for \_\_\_\_\_\_\_calendar days from the date of the RFP closure
   8. We agree to the terms and conditions set forth in the DRC General Conditions of Contract for the Procurement of Services (Annex C)
   9. 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.
   10. 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