

## REQUEST FOR PROPOSAL

### I. CONTEXT

Expertise France is the French public international cooperation agency. It designs and implements projects which aim to contribute to the balanced development of partner countries, in line with the Sustainable Development Goals (SDGs) of the 2030 Agenda and the priorities of France's external action. Expertise France's mission is to meet the demand of partner countries seeking to enhance the quality of their public policies in order to address the environmental, social, economic and security challenges they are facing. The agency achieves this goal by implementing projects in the main areas of public action:

- Democratic, economic and financial governance;
- Stability, international security and peace
- Sustainable development, climate and agriculture
- Health and human development

The Social Cohesion and Human Development department of Expertise France, is implementing an EU funded project, in partnership with the Ministry of Social Development (MoSD), to support social protection in Jordan, and more precisely to strengthen the role of civil society as an actor in the social protection sector.

The specific project objectives are as follows:

- to promote the role of CSOs in the development of Social Protection;
- to strengthen their capacity in advocacy, delivery, monitoring and evaluation of social services;
- to enhance their participation in the provision of quality, inclusive and innovative social services;
- to enable them to play an active part in the De-Institutionalisation programme;
- to help them support the economic independence of target groups.

The project duration is 42 months (from 12 December 2018 to 12 June 2022).

It is within this framework that Expertise France seeks to recruit a service provider able to create and conduct a training programme for CSOs as foreseen in Component 3 of the project.

### II. SERVICES TO BE PROVIDED

The services required by Expertise France is to *"Create and conduct a training programme for CSOs as foreseen in the project's Component 3"* and are fully described in the Terms of Reference.

### III. PROCEDURE'S SCHEDULE

	DATE*	TIME
Information meeting (if any)	Not applicable	Not applicable

<b>Deadline for submitting tenders</b>	<b>28 May, 2020</b>	<b>12:00 (Amman Time)</b>
<b>Completion date for evaluating technical offers</b>	<b>1 June, 2020</b>	-
<b>Notification of award</b>	<b>3 June, 2020*</b>	-
<b>Contract signature</b>	<b>4 June, 2020*</b>	-
<b>Start date</b>	<b>5 June, 2020*</b>	-

\*Provisional date

#### IV. PROCUREMENT PROCEDURE

The present procurement procedure is subject to the French Code of public procurement in its latest version in force as enacted by Order No. 2018-1074 issued on 26 November 2018 and its Implementation Decree No. 2018-1075 issued on 3 December 2018.

Expertise France proceeds with the ["adapted procedure" by virtue of applying articles L. 2123-1 and R. 2123-1 au R. 2123-7 of the above mentioned Code].

#### V. CONTENT OF THE TENDER DOSSIER

The tender dossier is composed by the following documents :

- Draft of framework contract
- The current request for proposal (DAJ\_M001)
- Terms of reference
- Expression of interest form including the declaration of honour on exclusion criteria and absence of conflict of interest template (DAJ\_F043)

#### VI. TENDERING INSTRUCTIONS

Candidatures material, offers, all correspondence and documents related to the tender exchanged by the tenderer and Expertise France must be written in English.

Supporting documents furnished by the tenderer may be in another language, provided a translation into the language of the procedure is attached. For the purposes of interpreting the tender, the language of the procedure has precedence.

Failure to fulfill the requirements described in the current paragraph will constitute a formal error and may result in a rejection of the tender.

##### **(i) Tender material**

The Candidatures material must include the following documents:

- (1) A completed **Legal identity form** ;
- (2) Signed declaration of honour on exclusion criteria and absence of conflict of interest ;
- (3) The financial offer.

The Financial offer must be in euros and include all type of expenditures for all tasks mentioned in the Terms of Reference.

Tenderers are reminded that the estimated budget available for this contract should not be exceeded.

(4) A technical offer comprising:

- a. **Methodology** (will become Annex III to the contract), to be drawn up by the tenderer, including:
  - i. Understanding of the mission
  - ii. Methodological approach
- b. Detailed work plan of every activity, overall planning of the mission and timeline deliveries of every deliverable identified in the terms of reference (including reporting).
- c. Organization, staffing and practical arrangements.
- d. If possible CV of potential experts

In case of subcontracting, a statement guaranteeing the eligibility of the subcontractor is required. The statement must contain information on the financial, economic, technical and professional capacities of the envisaged subcontractor.

**(ii) Costs for preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer.

**(iii) Amending or withdrawing tenders**

Tenderers may amend or withdraw their tenders by written notification through the e-procurement platform prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with the requirements described hereinabove.

**(iv) Period during which tenders are binding**

Tenderers are bound by their tenders for 90 days after the deadline for submitting tenders or until they have been notified of non-award.

**VII. EVALUATION OF TENDERERS' CAPACITY**

Every tenderer must provide Expertise France with a proof of its legal personality or at least demonstrate its legal capacity to run a commercial activity.

Legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the conditions detailed in the Annex of the current document "Declaration of honour on exclusion criteria and absence of conflict of interest".

Failure to meet the above-mentioned requirements or to provide the documents requested as candidatures material will result in the candidate's tender being declared non-compliant and rejected without being analysed.

**VIII. EVALUATION OF TENDERS**

**Award criteria**

The best value for money is established by weighing technical quality against price on a **70/30** basis.

The quality of each technical and financial offer will be evaluated in accordance with the following award criteria and the weighting:

CRITERIA	WEIGHTS
Quality	<b>70</b>
Global understanding of the mission and compliance with the terms of reference	<b>(15)</b>

Relevance of the proposed approach and methodology and of the work plan and timeline	(25)
Relevance of the experience and competencies of suggested experts in relation with the needs defined in the terms of references	(15)
Relevance of the experience working on trainings for CSOs in Jordan	(15)
Price	30

Tenders will be appraised and given a score up to 100 points according to these criteria.

**NB:**

- Only tenders with scores of at least 45 points on technical evaluation qualify for the financial evaluation ;
- No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the Terms of Reference.

**IX. NEGOTIATION**

After a first appraisal, negotiation may be engaged by Expertise France with some or all of the tenderers.

**X. CHOICE OF SELECTED TENDERER**

After possible negotiation and a final ratinf of the offers, the contract will be awarded to the tenderer whom offer has been given the higher score and thus proposing the best quality at the best cost.

**XI. CONFIDENTIALITY**

The entire evaluation procedure is confidential, subject to Expertise France's legislation on access to documents. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the tenderers nor to any party other than Expertise France.

**XII. ETHICS CLAUSES / CORRUPTIVE PRACTICES**

- Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Evaluation Committee or Expertise France during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties.
- The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project.
- Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
- Expertise France reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. If substantial errors, irregularities or fraud are discovered after the award of the Contract, Expertise France may refrain from concluding the Contract.

### **XIII. SIGNATURE OF CONTRACT(S)**

The successful tenderer will be informed by electronic means through the above-mentioned e-procurement platform writing that its tender has been accepted.

The other tenderers will, prior to the notification of the contract, be informed that their tenders were not accepted, by electronic means, including an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the unsuccessful tender.

Expertise France will furthermore, at the same time, also inform the remaining unsuccessful tenderers and the consequence of these letters will be that the validity of their offers must not be retained.

### **XIV. CANCELLATION OF THE TENDER PROCEDURE**

In the event of cancellation of the tender procedure, Expertise France will notify tenderers of the cancellation.

Cancellation may occur where:

- the tender procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile tender has been received or there is no valid response at all ;
- there are fundamental changes to the economic or technical data of the project ;
- exceptional circumstances or force majeure render normal performance of the contract impossible ;
- all technically compliant tenders exceed the financial resources available ;
- there have been irregularities in the procedure, in particular if they have prevented fair competition ;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event shall Expertise France be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if Expertise France has been advised of the possibility of damages. The publication of a procurement notice does not commit Expertise France to implement the programme or project announced.

### **XV. ADDITIONAL INFORMATION BEFORE THE DEADLINE FOR SUBMITTING TENDERS**

If Expertise France, either on its own initiative or in response to a request from a tenderer, provides additional information on the tender dossier, it must send such information through its buyer profile on the e-procurement platform at [www.marches-publics.gouv.fr](http://www.marches-publics.gouv.fr) to all other tenderers at the same time or on its website page where the tenderers submitted their proposal:

<https://www.expertisefrance.fr/en/web/guest/achats-et-subventions1>

Tenderers may submit questions up to 5 days before the deadline for submission of tenders. Tenderers may send their question to this email address: [Yasmina.lakmad@expertisefrance.fr](mailto:Yasmina.lakmad@expertisefrance.fr)

Expertise France will provide clarification at the latest 3 days before the deadline for submitting tenders.

### **XVI. APPEALS**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint.

The Paris Administrative Court is in charge of complaint procedures (address: 7 rue de Jouy, F-75004 Paris, France; e-mail: [greffe.ta-paris@juradm.fr](mailto:greffe.ta-paris@juradm.fr)).

Tenderers can obtain information on complaint procedures from the Registry of the Paris Administrative Court (address: 7 rue de Jouy, F-75 Paris, France; e-mail: [greffe.ta-paris@juradm.fr](mailto:greffe.ta-paris@juradm.fr)).

