



BID DOSSIER.

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INVITATION TO BID.

PROVISION OF LEGAL SERVICES REF: RFP/NBO/KEN0023//065

Johanniter International Assistance is completely against fraud, bribery, and corruption. We do not ask money for bids. If approached for money, other favours or if you have any suspicions of attempted fraud, bribery or corruption please report immediately to email: feedback.hq@johanniter.de

Related to our advertisement, Johanniter International Assistance, herewith call for bidders to provide legal services.

1 ABOUT JOHANNITER INTERNATIONAL ASSISTANCE.

Johanniter is a German Christian Not for profit non-governmental Organisation with Federal Headquarters (HQ) based in Berlin, Germany. Johanniter International Assistance is the operational unit for humanitarian aid, development co-operation and emergency relief, implementing and supporting projects in Health, Nutrition, WASH as well as Food Security & Income Generation worldwide. (www.thejohanniter.org). In Kenya, Johanniter implements through its partners in Nairobi and Northern region.

Timelines Subject to Changes.

Line	Item	Date, year, time, and time-zone
1	Request for bids Notice	14/05/2024 (8:00 Am) East African time
2.	Request for Clarifications	14/05/2024 - 21/05/2024 (8:00 Am – 5:00 Pm)
3	Deadline for submission	28/05/2024 (5:00 Pm) East African time
4	Proposed bids opening dates	03/06/2024 (10:00 Am) East African time.

2 SUPPLY REQUIREMENT

Johanniter International Assistance invites prospective bidders to reply to this invitation for bid and submit their responsive bids for Provision of legal services. The technical parameters must meet our specification requirements.

3 TERMS OF BIDDING PROCESS.

Johanniter International Assistance acting in its capacity as Contracting Authority, invites Legal Companies from suitably qualified interested parties that wish to participate in this bidding process for legal services. This process is being conducted under Johanniter International Assistance's Procurement guidelines.



Conditions of Bids Document SUBMISSION

All interested Bidders must respond to all requirements set out in this document and failure to adhere to the conditions set out will result into rejection of their bid.

- This bid process shall follow Johanniter's Procurement guidelines and policy and reserves the right to deal with any offer of its choice or any or all parts of the offer.
- Johanniter International Assistance (JIA) is not bound to accept the lowest, or any bid submitted and can terminate this competition at any stage.
- This invitation to bid is not a contract or an offer to contract, but an invitation to tender for the selection of one.
- Johanniter reserves the right to alter the dates of the timetable.
- Canvassing of Johanniter staff in relation to this tender will result in disqualification of that individual or company.
- Opening of offers is not open to the public and Johanniter will inform each respondent of the results of the decision of their offer upon request.
- Johanniter is not obliged to justify or explain the selection to any applicant.
- Bids submitted in another manner other than that specified in the bid document shall be rejected.
- All documentation must be submitted in English.
- All bids must be accompanied by a signed declaration of suppliers provided by Johanniter.
- Johanniter will perform reference checks to validate information provided by selected suppliers during the evaluation process before awarding the contract. Submission or falsification of information that could mislead Johanniter in its decision making will lead to automatic disqualification.
- In the event of an Arithmetical error in Prices, the evaluation committee will consider the Unit Price multiplied by the quantity to obtain the total price in the financial offer.
- Any conflicts of interest involving a bidder must be fully disclosed to Johanniter International Assistance (JIA) particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the bidders.
- Unsuccessful bidders will be notified.
- Johanniter International Assistance's standard payment terms are by bank transfer or cheque within 30 calendar days after satisfactory implementation and receipt of documents in order.
- This document is not construed in any way as an offer to contract.
- Johanniter International Assistance (JIA) and all contracted suppliers, and their subcontractors, associates or partners must act in all its procurement and other activities in full compliance with donor requirements and the highest ethical standards.
- All prices shall be quoted in Kenya shillings (KES).
- Johanniter may request presentations and visit vendors during the evaluation process or after the award of the contract in order to ensure quality of services meet the end-user requirements.
- The bidder shall bear all costs associated with the preparation and submission of the bid. Johanniter will not be responsible or liable for those costs, regardless of the conduct and/ or outcome of the bidding process.



4 CLARIFICATION OF BID DOCUMENTS.

- Johanniter has taken great care to be as clear as possible in the language used to compile this Bid document. In case, any confusion arises out of the meaning or interpretation of any words used in this document, Johanniter will not accept responsibility for any misunderstanding or misinterpretation.
- Additional information or clarification can be obtained in writing by e-mail to procurement.ken@thejohanniter.org with the subject line CLARIFICATION REQUEST – “**LEGAL SERVICES**”. A response will be shared through email to all prospective suppliers and any request should be received earlier than 3 days before the deadline of submission of applications.

5. AMENDMENT OF BID DOCUMENT.

- At any time prior to the deadline for submission of the bids, Johanniter International Assistance may, for any reason (s), whether at its initiative or in response to a clarification requested by a prospective applicant amend the bid document. The addendum thus issued shall be part of the bid documents and shall be communicated in writing to all prospective bidders. Prospective bidders shall promptly acknowledge receipt of each addendum in writing. In order to afford prospective applicants reasonable time to take an addendum into account in preparing their applications, the organization may at its discretion, extend the deadline for the submission of bids.

6. SUBMISSION OF BID DOCUMENT.

Completed Tender documents **MUST** be submitted by Email, clearly marked as below:

1. Email Subject; Provision of **LEGAL SERVICES**
2. Email Address: **tender.ken@thejohanniter.org**

Important:

- Offers received after the deadline date and time will not be considered.
- All responses will be opened by the Johanniter International Assistance Evaluation Committee, and Bidders will be notified of the results.

7. SUBMISSION /DOCUMENTATION CHECKLIST.

S/n	Documentation Checklist
1	Invitation to Bid
2	General Condition for Bid Document
3	Criteria and Submittals
4	Price Offer Sheet
5	Supplier Information Form
6	Scope of Service/Technical Specifications



By submitting an offer under this bid Dossier, the Bidder hereby asserts that the following statements are correct at the time of submission; and further undertakes to inform Johanniter International Assistance (JIA) of any changes in status of these matters.

1. The bidder is not bankrupt or is being wound up, neither are its affairs are being administered by the court nor has entered an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulation.
2. The bidder is not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.
3. Neither the bidder, a director or Partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata nor been guilty of grave professional misconduct during their business.
4. The bidder has fulfilled all its obligations relating to the payment of taxes or social security contributions in Ireland or any other state or country in which the bidder is located or doing business.
5. Neither the bidder, a director or Partner has been found guilty of fraud, money laundering, corruption; convicted of being a member of a criminal organisation; nor of serious misrepresentation in providing information to a public buying agency
6. The tenderer has not contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application.

8. ELIGIBILITY, EVALUATION PROCESS & AWARD CRITERIA

Bidders will be considered for participation in the Contract subject to the following qualification process:

Phase #	Evaluation Process Stage	The basic requirements with which bids must comply with
The first phase of evaluation of the responses will determine whether the bid has been submitted in line with the administrative instructions and meets the essential criteria . Only those bids meeting the essential criteria will go forward to the second phase of the evaluation.		
8.1.0	Administrative instructions	1. Closing Date: Bids must have met the deadline stated or such revised deadline as may be notified to Tenderers by Johanniter International Assistance (JIA). Bidders must note that Johanniter International Assistance (JIA) is prohibited from accepting any proposals after submission deadline.



		<p>2. Submission Method: Bids must be delivered in a method specified. (Email Address:tender.ken@thejohanniter.org) Johanniter International Assistance (JIA) will not accept responsibility for tenders delivered by any other method. Responses delivered in any other method may be rejected.</p> <p>3. Format and Structure of the Bids: Bids must conform to the Response Format laid out in Instructions to Tenderers or such revised format and structure as may be notified to Tenderers by Johanniter International Assistance (JIA). <u>Failure to comply with the prescribed format and structure may result in your response being rejected at this stage.</u></p> <p>4. Price Offer The price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of contract. As a fixed-price contract, the price of the contract awarded will be as all-inclusive fixed price basis, either in the form of total fixed price or a per-unit/deliverable fixed price. No profit, fees, taxes or additional costs can be added after contract signing. Bidders must show unit prices, quantities and total prices as displayed in the offer sheet. All items must be clearly labelled in the total offered price.</p>
<p>8.2.0</p>	<p>Essential Criteria</p>	<p>Minimum mandatory requirements of specifications of the tender</p>
<p>The second stage of the evaluation will involve an assessment of the Bidder's personnel / staff and legal circumstances, economic and financial standing, to fulfil the obligations of the contract. The documents listed below should be attached;</p> <ul style="list-style-type: none"> a. Certificate of incorporation b. PIN Certificate c. Valid Trading/Business permit/ license d. Valid Tax compliance certificate e. Practising certificate issued by the Law Society of Kenya (LSK). f. Audited financial accounts for the last two years (2022 & 2023) g. Bank Statement for the last five (5) months h. Company Business Profile 		
<p>Each bid that conforms to the Essential and Qualification Criteria will be evaluated according to the Award Criteria given below by Johanniter International Assistance (JIA).</p>		
<p>8.3.0</p>	<p>Technical</p>	<p>Scoring Evaluation: Trade-Off Method Johanniter International Assistance will conduct a technical evaluation which will grade technical criteria on a weighted basis (each criteria is given a percentage, all together equaling 70%). Bidders' proposals</p>



should consist of all required technical submittals so Evaluation Committee can thoroughly evaluate the technical criteria listed herein and assign points based on the strength of a technical submission.

Award criteria shall be based on the bid’s overall “value for money” while taking into consideration donor and international requirements and regulations. Each individual criteria has been assigned weight prior to the release of this bid based on its importance to Johanniter International Assistance in this process.

Bidders with the best score will be accepted as the winning bidder(s), assuming the price is deemed fair and reasonable and subject to the additional due diligence in section.

When performing the Scoring Evaluation, the Johanniter International Assistance committee will assign points for each criteria based on the following scale.

All cost should be inclusive of any applicable taxes

EVALUATION

Evaluation Criterial	Weighted (%)	Weighted Points	Weighted Score
TECHNICAL	(A)	(B)	(A*B)
Number of years the Firm/Company has been providing legal services (<5 years (3pts), > 5 years, (7pts)	10%	10	
Proven academic qualification (attach academic certificates; Master degree in law (8pts), bachelor degree in law (5 pts), any other related certificate (2 pts)	15%	15	
Proven work experience and legal expertise in rendering similar service ;-on labour law, criminal law, tax law litigation, conveyance (attach reference list of corporate clients with contacts information (14pts) and reference letters from at least 3 INGOs (2 pts each)	20%	20	
Number of staff members:- [>10 (7pts),10-5 (5pts), 5<, (3 pts)]	15%	15	



		Examples of successful case reports of previous work handled and completed by the Firm/Company in the last one year.>3 reports (7pts), < 3 reports (3pts).	10%	10	
		TOTAL POSSIBLE SCORE	70%		
		FINANCIAL			
		Evaluation will be done for each category <u>OR</u> prescription rates for services offered by the legal Firm/Company			
		1) Retainer			
		2) Consultation			
		3) Mediation			
		4) Arbitration			
		5) Representation			
		TOTAL POSSIBLE SCORE	30%		
		TOTAL TECHNICAL +FINANCIAL	100%		
		<p>ADDITIONAL DUE DILIGENCE</p> <p>Upon completion of both the technical and financial evaluation Johanniter International may choose to engage in additional due diligence processes with a particular supplier(s). The purpose of these processes is to ensure that Johanniter International Assistance engages with reputable, ethical, responsible suppliers with solid financials and the ability to fulfil the contract.</p> <p>Additional due diligence may take the form of the following processes (though it is not limited):</p> <ul style="list-style-type: none"> ➤ Reference Checks ➤ Visit to Firm’s office ➤ Analysis of audited financial statements ➤ Determination of relations and affiliation between bidders ➤ Other appropriate documented method giving Johanniter International Assistance increased confidence in the supplier ability to perform 			



09. TECHNICAL SPECIFICATIONS/SCOPE OF WORK

JOHANNITER INTERNATIONAL ASSISTANCE IS SEEKING FOR A LEGAL SERVICE COMPANY TO SERVICES PROVIDE

The scope of work includes tasks that may be requested as part of ongoing support or for specific one-off assignments or transactions.

- a) Provide legal and advisory opinion or guidance on Kenyan labour and employment law and any other related topics when required or when requested.
 - b) Review and advise on the legal status of Johanniter with the appropriate offices.
 - c) Review and endorse all new and existing documents prepared by Johanniter Kenya, including but not limited to service contracts, employee contracts, as well as amendments and extensions to such contracts and agreements, memorandums of understanding and non-disclosure agreements, in accordance with prevailing laws and regulations.
 - d) Ensure the legal form and contents of all documents prepared and signed by Johanniter are correct.
 - e) Provide legal assistance in the process of contract negotiations, legal endorsement of performance guarantees or any other guarantee and signing of contract.
 - f) Provide legal assistance against any litigation arising out of its daily business affairs or during contract, grant, or investment administration.
 - g) Represent and defend Johanniter before Courts of Law including but not limited to labour courts, tribunals and for cases filed by Johanniter Kenya against contractors, suppliers, grantees, sub- contractors, employees or by the same against Johanniter.
 - h) Interact on behalf of Johanniter with relevant government authorities as and when required about contractual, commercial, corporate and legal matters.
 - i) Provide legal assistance in dispute resolution at national arbitration tribunals.
 - j) Provide legal opinion and advice on the day to day business affairs of Johanniter in Kenya.
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3. DECLARATION OF SUPPLIERS.

DECLARATION OF SUPPLIERS

We _____ [company name] _____ herewith declare that

- a) we do respect basic social rights and working conditions based on international labour standards and condemn the exploitation of child labour;
- b) we are not bankrupt or being wound up, are not having our affairs administered by the courts, have not entered into an arrangement with creditors, have not suspended business activities, are not the subject of proceedings concerning those matters, and are not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- c) we have not been convicted of an offence concerning our professional conduct by a judgment which has the force of res judicata;
- d) we have not been guilty of grave professional misconduct;
- e) we have fulfilled all obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which we are established or with the Federal Republic of Germany or those of the country where the contract is to be performed;
- f) we have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to Johanniter's financial interests;
- g) following another procurement procedure carried out by Johanniter or another contracting authority, we have not been declared to be in serious breach of contract for failure to comply with our contractual obligations;
- h) we are not subject to a conflict of interest with regard to this tender. We declare that the price on the bid attached is a market competitive offer from my organization, and we are submitting to this procurement process without any conflict of interest, or the provision / receipt of any commission, gift, bribe, gratuity or remuneration of any kind.
- i) we are not guilty of misrepresentation in supplying the information required by Johanniter as a condition of participation in the contract procedure.
- j) we do not perform any act or omit to perform any act, including any misrepresentation, in order to knowingly mislead, or attempt to knowingly mislead JOHANNITER and/or any other party to obtain a financial or other benefit or to avoid any obligation ("Fraudulent Practice");

- k) we do not offer, give, receive or solicit, directly or indirectly, or attempt to offer, give, receive or solicit, directly or indirectly, anything of value to improperly influence the actions of JOHANNITER and/or any other party (“Corrupt Practice”);
- l) we do not enter into any arrangements with any other party or parties that are designed to achieve an improper purpose, including but not limited to improperly influencing the actions of JOHANNITER and/or any other party or engaging in price fixing (“Collusive Practice”, and together with “Fraudulent Practices and Corrupt Practices”, “Prohibited Practices”).
- m) we do not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, whether in cash or in kind, directly or indirectly.
- n) we verify that no support or resources are provided to individuals or entities associated with terrorism as designated on the „Consolidated list of persons, groups and entities subject to EU financial sanctions” maintained by the European Commission or by any other similar sanction list of individuals and entities that may be established by the United Nations Security Council or the United States of America.
- o) we do not engage in acts that directly support or advance trafficking in persons, including the following acts:
 - i destroying, concealing, confiscating, or otherwise denying an employee access to that employee’s identity or immigration documents;
 - ii. failing to provide return transportation or pay for return transportation costs to an employee from a country to the country from which the employee was recruited upon the end of employment if requested by the employee.
 - iii. soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretences, representations, or promises regarding that employment.
- p) we do respect applicable law relating to anti-money laundering in the execution of our contracts.

General statements:

- 1.1 The contractor shall communicate these fundamentals of JOHANNITER’s Policy to its management, employees, subcontractors and agents and shall take all reasonable measures to ensure that such persons do not engage in prohibited practices.
- 1.2 The contractor shall immediately disclose to JOHANNITER any actual, apparent, potential or attempted prohibited practice that the contractor becomes aware of.

To that end, the contractor shall fully cooperate, and shall take all reasonable steps to ensure that its management, employees, subcontractors and agents fully cooperate with any investigation of prohibited practices by JOHANNITER, including by complying with all reasonable requests from JOHANNITER to gain access to and inspect any records, documents and other relevant information.

1.3 JOHANNITER is committed to the protection of vulnerable populations in humanitarian crisis, including from sexual exploitation and abuse. By entering into a contract with JOHANNITER, the contractor undertakes to ensure that its personnel, agents and subcontractors conform to the highest standards of moral and ethical conduct.

The contractor expressly acknowledges and agrees that:

- a) Any breach of this policy by the contractor or by any of its management, employees, subcontractors or agents constitutes a material breach of the contracts, which entitles JOHANNITER to immediately terminate a contract without incurring any liability to the contractor; and
- b) In the event that JOHANNITER were to determine through an investigation or otherwise that a prohibited practice occurred, JOHANNITER shall have, in addition to its right to immediately terminate the contract, the rights to:
 - i. Apply and enforce the relevant sanctions in accordance with its internal regulations, rules, procedures, practices, policies and guidelines, including referral of the matter to national authorities when appropriate; and
 - ii. Recover all losses, financial or otherwise, suffered by JOHANNITER in connection with such prohibited practices.

Signed:	<input type="text"/>		
Print name:	<input type="text"/>	Position:	<input type="text"/>
Company Name:	<input type="text"/>	Date & Stamp	<input type="text"/>
Address:	<input type="text"/>		

END.