

## Procurement of Legal Services

### Request for proposals and quotations

RFP Details	
RFP Reference	RFP-SUD-21-001 – Sudan Legal Services -September 2021
RFP Launch Date	September 6/2021
Deadline for Submission of Questions	September 16/2021  Questions must be sent to  <a href="mailto:procurement-sud@medicalteams.org">procurement-sud@medicalteams.org</a>
<b>Proposal Submission Deadline</b>	<b>September 22/2021</b>
Submit Proposals or Questions to:	<p><b><u>Hard-copy submission</u></b></p> <p>C/O Medical Teams International ZOA Office, Al Manshiya, House no. 30/3 H, Khartoum, Sudan Attn: Manal El Nour, HR Manager</p> <p><b>OR</b></p> <p><b><u>Electronic Submission</u></b></p> <p><b>You can also submit your application documents through email to the following Email address:</b></p> <p><a href="mailto:Procurement-sud@medicalteams.org">Procurement-sud@medicalteams.org</a></p>
Estimated Contract Award Date	September 30/2021
Contract Start and End Dates	October 1, 2021 to September 30, 2022
Contract Manager	Country Director
List of Attachments	<ol style="list-style-type: none"> <li>1. Cover Letter</li> <li>2. Curriculum Vitae of key staff</li> </ol>



	<ol style="list-style-type: none"><li>3. Company Profile</li><li>4. Certificate of Registration or Incorporation</li><li>5. License to practice</li><li>6. Certificate of practice</li><li>7. Annex 4 Price Quotation and Fee Schedule (in US Dollars), Signed and Stamped</li><li>8. Annex 2 - Completed, signed and stamped Questionnaire</li><li>9. Annex 3 - Three Professional References</li><li>10. Annex 4 - Supplier Code of Conduct, Signed and Stamped</li><li>11. Other documents to support submitted proposal</li></ol>
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- Queries related to this RFP must be addressed to the email listed above.
- Please include the *RFP Reference* number above in all correspondence.
- Late submissions will not be accepted.

**1. Introduction to Medical Teams**

Medical Teams International is a Christian humanitarian relief agency focused on providing life-saving medical care for people in crisis, such as survivors of natural disasters and refugees. We serve all people – regardless of religion, nationality, sex or race.

Founded in 1979, Medical Teams International is a charitable 501(c)(3) organization. Medical Teams provides emergency and primary health services for people who otherwise would not have access to care. This is performed by professionally trained staff or local volunteers or international volunteer health care providers in fixed and mobile health centers. Medical Teams programs across the world also play a key role in strengthening health systems while simultaneously strengthening and empowering the local communities.

Medical teams International is establishing an operational presence in Sudan to prepare itself to provide life-saving medical services and to support Ministry of Health in ensuring that health systems and community systems are strengthened for improved health outcomes among the population living in underserved areas.

Read more about Medical Teams International's at: <https://www.medicalteams.org/who-we-are/>



## 2. Project Summary

Medical Teams International is inviting qualified, interested parties to bid as part of a competitive proposal / quotation process. Successful bidders will be expected to enter into a formal contract/retainer agreement for up to 12 -months for the provision of deliverables and roles as below in Section 3. These deliverables will support Medical Teams operations in Sudan as a whole. These include all legal issues related with Medical Teams International work in all states of Sudan including Khartoum. Medical Teams International provides life-saving health services to vulnerable people, including displaced and refugee people, in many countries of the world.

## 3. Deliverables

Interested parties must be able to provide the following deliverables:

1. Provide ongoing retained legal services.
2. Provide legal advice and administrative support on employment or local labor law. This may include but not limited to reviewing employment policies and employee handbooks, employment agreements, and local payroll employer taxation.
3. Provide legal advice regarding labor related matters as they arise including but not limited to legal cases, employee grievances, misconduct or disciplinary action.
4. Provide legal advice on property, warehousing, and lease agreements.
5. Review other documents or issues or concerns as requested and provide legal advice and options for adapting, as needed.
6. Provide legal and filing services to renew registration of Medical Teams International as legally recognized entity capable of conducting operations and employing personnel in country.
7. Provide timely notice of deadlines, renewal dates, and other legal obligations of the Medical Teams International.
8. Provide legal advice on immigration, visas, work permits of foreign staff and other related issues.
9. Provide tax advice, guidance on the Medical Teams International 's rights and obligations under the tax laws, including tax compliance requirements, return filing, tax returns, payments and objections.

10. Provide proactive updates to Medical Teams International on new laws, regulations, and enforcement trends.
11. Provide input and analysis to Medical Teams International on matters of legal risk and risk mitigation.
12. Assist Medical Teams International in investigations of fraud, disciplinary actions, and governmental inquiries.
13. Initiate, defend, respond, intervene, plead, appeal, or represent in any manner in any suit by or against involving the interest of the Medical Teams International in any court, quasi-judicial, tribunal, arbitral or other proceedings.
14. Collect, monitor and file copies of all court and governmental decisions, inquiries, or actions and provide these to Medical Teams International.

#### **4. Requirements**

Interested parties must be able to demonstrate the following:

1. It is required that legal entity or person (applicant) has demonstrated experience of working for/with international and/or national organizations with high level legal advice and support.
2. It is required that the applicant has technical legal certification from relevant authorities.
3. It is required that the applicant updated license of legal practice.
4. More than 6 years of experience of legal practice.
5. At least 3 references from similar work in the past.
6. It is preferable if the applicant has experience in at least two of the following competencies: Taxation and customs; labour and employment law; contract law
7. It is required to have experience with leasing agreements for commercial and residential property including warehousing.
8. It is preferable that the legal entity have at least 2 staff that could be deployed to the field when needed.
9. It is preferable that the legal entity is available in case of emergencies in off duty hours including weekends
10. It is preferable that the legal entity has an excellent capacity to translate legal documents from Arabic to English and Vice-versa.
11. It is preferable that the legal entity has experience of investigations of fraud, misuse or abuse or other unethical business practices.
12. It is preferable that the legal entity is available within one month after the date of selection.



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**5. Medical Teams Responsibilities**

Medical Teams will be responsible to promptly notify the legal entity when legal issues arise. Access to staff and documentation, when suitable and appropriate, to enable sound legal advice, based on deliverables detailed above, to be provided by contracted entity

**6. Selection Criteria**

Selection of a legal firm will be based on the following criteria.

- a. Section 4 listed above will used as a guide for selection criteria.
- b. Quality of proposal, together with financial proposition (see evaluation process below)

**Evaluation Process:** Shortlisted bidders may be invited to discuss their proposals in more detail at Medical Teams’ discretion. Medical Teams reserves the right to keep confidential all details of the evaluation and to select the successful RFP. Proposals will be evaluated through documented review of all relevant criteria by qualified Medical Teams staff, as required by the *Medical Teams Global Procurement Policy*. Medical Teams reserves the right to award in full, part or not all, any submission; and to re-publish the RFP.

Value for money is extremely important to Medical Teams International, and all decisions will be made to ensure funds dispensed are used in the most effective and efficient manner. Medical Teams International may award multiple contracts and all contracts will be non-exclusive.

**Payment:** Medical Teams International’s standard payment terms are **30 days** at the end of the month receipt of invoice, or after acceptance of Goods/Services/Works if later.

**7. Proposal Submission Guidelines**



Interested parties must submit all the below documentation in the specified format. All the Requirements listed above must be demonstrated in the submission documents. Interested parties may provide additional documentation as part of any submission.

Proposals may be submitted in hard copy or digital format to the address listed in the *RFP Details* on page 1 above. Hard copy quotes must be submitted in a sealed envelope with the bidder name, phone number, and RFP Reference written on the front of the envelope. Electronic submissions should use the RFP Reference as the subject line, and should include the bidders name, position and telephone number.

**Proposals must be received prior to the deadline listed in the *RFP Details* on page 1 above. Please read careful the types of files that are required to be submitted. There are TWO OPTIONS to submit the quotation. Please submit in BOTH options:**

- 1. Based on the roles/deliverables stated in the ANNEX 1.A., please quote MONTHLY fees in USD for EACH deliverable in each row of ANNEX 1.A. Also, include other costs and taxes as applicable. Please complete ANNEX 1. A. fully.**
- 2. Based on the roles/deliverables stated in Section 3 (See above: “deliverables”), please quote MONTHLY Fees for Retainership to provide those deliverables/services as needed. Please USE ANNEX 1.B and fill it fully accurately.**

In order to make a final decision, it may be deemed appropriate or necessary for a face-to-face and/or virtual meeting to occur prior to final award and signing of agreement to discuss a submitted proposal.

Provide a brief about the firm. This must include a profile on past work done for clients with US funded projects and UN Agency experience. A minimum of 3 clients is required. See the list below.

1. Cover Letter (Signed, Stamped)	PDF (Signed, Stamped)
2. Curriculum Vitae of key staff who will be provided legal advice and support	PDF



3. Company Profile including working for US and UN funded projects or organizations	PDF
4. Certificate of Registration or Incorporation (Copy, readable)	PDF
5. License to practice law (Copy, readable)	PDF
6. Certificate of practice (Copy, readable)	PDF
7. Price Quotation and Fee Schedule (in US Dollars), Signed and Stamped	PDF (Signed, Stamped)
8. Completed, signed and stamped Questionnaire	PDF (Signed, Stamped)
9. Three Professional References	PDF
10. Supplier Code of Conduct, Signed and Stamped	PDF (Signed, Stamped)



### ANNEX 1.A – PRICE QUOTATION

Total quoted price is one of the key criteria for evaluation. The total billable price for the deliverables must be indicated. Be sure to seek any necessary clarifications regarding price prior to bid submission. **Prices must be submitted in USD.**

For ease of quotation and evaluation, we have grouped the deliverables, where possible, into categories, or called out specific one-off deliverables. **Please clarify in submission which one the deliverables will be included in your standard monthly retained services fee**, and what ad-hoc / additional services would be quoted on an individual basis.

Please submit quoted prices for **all or some** of the deliverables that you can meet as noted below.

<b>Name</b>		
<b>RFP Reference</b>	RFP-SUD-21-001 – Sudan Legal Services -September 2021	
<b>Quote Validity (days)</b>		
<b>No.</b>	<b>Deliverable</b>	<b>Quoted Price</b>
1	Ongoing retained legal services (including general secretarial and administrative support on filings, notifications etc)	
2	Initial advisement on Employment Handbook and employment policies	
3	Initial advisement and review of Employment Agreement and hiring practices, including payroll procedures, taxes and benefits.	
4	Initial advisement into office and accommodation lease agreements	
5	Employer and local labor law services	
6	Contractual reviews (e.g., Leases, supply contracts, partner agreements)	





<b>7</b>	Registration renewal, notification of enforcement trends	
<b>8</b>	Taxation, audit, customs and other financial regulatory requirements	
<b>9</b>	Immigration, work permits and visa for foreign staff	
<b>10</b>	Investigation assistance related to fraud, misconduct, grievances, advice on disciplinary actions and governmental enquiries.	
<b>11</b>	Representation on behalf on Medical Teams regarding any court, judicial, tribunal or similar proceedings	
<b>12</b>	Ad-hoc services (normally one offs)	
<b>Subtotal</b>		
Other costs (provide description)		
Tax (if applicable)		
<b>Grand Total</b>		

<b>Name</b>	
<b>Date</b>	
<b>Signature</b>	

**Annex 1.B**



**Please quote MONTHLY Fees in US Dollars to cover the services/deliverables listed in Section 3 “Deliverables” as needed and requested by Medical Teams International.**

<b>Name</b>		
<b>RFP Reference</b>		RFP-SUD-21-001 – Sudan Legal Services -September 2021
<b>Quote Validity (days)</b>		
<b>No.</b>	<b>Deliverable</b>	<b>Quoted Price</b>
1		
<b>Subtotal</b>		
Other costs (provide description)		
Tax (if applicable)		
<b>Grand Total</b>		

<b>Name</b>	
<b>Date</b>	
<b>Signature</b>	



## ANNEX 2 – QUESTIONNAIRE

The questions below will help to clarify the requirements listed in Section 4 above to allow for accurate evaluation of candidates. These details may also inform resulting contract details. Replies must be clear and accurate. Please attach **supporting documents if needed** and reference them in the relevant Reply below.

<b>Name</b>	
<b>RFP Reference</b>	RFP-SUD-21-001 – Sudan Legal Services -September 2021
<b>Question</b>	<b>Reply</b>
What date are you available to start?	
Describe your experience of working for/with international and/or national organizations with legal advice and support.	
Describe your expertise with advising on at least two of the following: <ul style="list-style-type: none"><li>• local labor and employment law</li><li>• Taxation and customs</li><li>• Contract law</li></ul>	
Describe any experience you have working with UN or US funded projects or organizations.	
Outline your experience with leasing agreements for commercial and residential property including warehousing.	



Describe your experience in handling labor related grievances or legal cases.	
Describe your experience in advising on immigration, visa and foreign taxation related matters for foreign or expatriate workers.	
How many years of experience of legal practice you have?	
Do you have technical legal certification from relevant authorities?	
Are you licensed to practice law in Sudan?	
Please describe you experience of working with leasing agreements for commercial and residential property including warehousing.	
Do you have additional staff that could replace you in your absence or deployed to field as needed? Please describe including their names.	
Will you be available in case of emergencies in off duty hours including weekends? Please describe.	
Please describe your experience of working on investigations related with unethical business practices including fraud, waste and abuse.	



### ANNEX 3 - REFERENCES

Provide at least three professional references, preferably from the humanitarian sector within the past two years.

Name	
Company	
Title	
Address	
Telephone Number	
Email	
Relationship	
Number of years known	

Name	
Company	
Title	
Address	
Telephone Number	
Email	
Relationship	
Number of years known	

Name	
Company	
Title	
Address	
Telephone Number	
Email	
Relationship	
Number of years known	

Name	
Company	
Title	
Address	
Telephone Number	
Email	
Relationship	



Number of years known	
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## **ANNEX 4 – SUPPLIER CODE OF CONDUCT**

### **Supplier Code of Conduct and Conflict of Interest Policies**

Medical Teams and the Supplier agree to follow the below policies for all activities involved in their work together and in regard to all stakeholders affected directly or indirectly by this work.

#### **Section 1 Conflict of Interest**

A conflict of interest is when one Party, or their friend or relative, will benefit personally from decisions or actions made in the course of business. All actual or potential conflicts of interest must be disclosed to the other Party as soon as possible. Failure to do so may result in penalties or canceling of current and future work together. Managers from Medical Teams and the Supplier must work together to find solutions for addressing any actual or potential conflicts of interest that arise.

#### **Section 2 Ethical Conduct**

Both parties agree to observe the highest standards of ethical conduct when dealing with its personnel, suppliers, customers and other relevant stakeholders. Both parties shall accurately record and disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable laws as well as prevailing industry business practices. Both parties agree to implement and maintain processes to address the confidentiality and protection of an employee who in good faith raises a concern, makes a report, or assists with an investigation related to potential ethical or criminal violations.

#### **Section 3 Anti-Corruption**

The Parties to agree that they will not participate in any corrupt conduct, including, without limitation, any bribery, extortion, fraud, cartels, abuse of power, embezzlement, money-laundering and other similar activities. Any gifts given to staff of the other Party must be made known to Party Management, and the Management may choose to disallow the gift on principles of integrity and anti-corruption.

If a Party discovers evidence of corruption in the activities carried out together or that impacts the other party, they will inform the other Party in a timely manner. A Party may be required to address actual or perceived corruption within a reasonable timeframe or risk the suspension of current or future work together, including the potential cancellation of current contracts (as identified in each contract). Each Party is expected to have adequate measures in place to prevent corruption in their organization and to promote a culture of integrity.

#### **Section 4 Anti-Terrorism**



It is MTI's policy to comply with the laws and regulations of the United States Government, the European Union and the United Nations concerning the ineligibility of vendors, Suppliers and suppliers for reasons of fraud, corruption or terrorist activity. These laws and regulations prohibit MTI from doing business with or providing support to any persons or entities that have been found to be engaged in or provide support for any such activities. The Service Provider agrees to abide by this policy.

Both Parties will exercise due diligence to ensure that no resources will be used to support or facilitate terrorist activity in compliance with all **applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order 13224**. If any concerns are raised that programs or activities have supported or facilitated terrorism, they shall be immediately and thoroughly investigated and fully reported to all Parties. If either party determines that the funding, programs and/or activities of the other party have directly or indirectly, purposely or inadvertently, been used to support or facilitate terrorist activity, the other party may terminate any contracts immediately with written notice.

#### **Section 5 Harassment**

Both Parties agree to forbid all cases of physical, sexual or psychological harassment in their workplaces. Reported incidents must be taken seriously, investigated thoroughly and reported to authorities as required by law.

#### **Section 6 Child Protection**

No persons under the age of 18 will be allowed to work or volunteer for any labor required for Medical Teams activities. Both parties agree to conduct their work in a way that avoids any physical or emotional mistreatment, sexual abuse, neglect, or exploitation of children. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person.

#### **Section 7 Prevention of Sexual Exploitation and Abuse**

The Supplier shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Supplier to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Supplier shall refrain from and shall take all appropriate measures to prohibit its employees or persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities or from engaging in any sexual activities that are exploitive or degrading to any person. The Supplier acknowledges and agrees that the provisions hereof constitute an essential term of the contract and that any breach of this representation and warranty shall entitle Medical Teams



International to terminate the Contract immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind.

**Section 8 Environmental Protection**

Both Parties agree to follow required environmental laws and to conduct their work in a way that causes as little harm as possible to the environment and avoids unnecessary waste of resources.

**Section 9 Information Protection**

All confidential information shared or collected during or after the Parties work together must be treated with diligent care and protection. Information involving the other Party or joint activities must never be shared with prior written authorization from the other Party.

**Section 10 Dispute Resolution**

Both Parties agree to use their best, honest efforts to cooperatively resolve any disputes and problems that arise in connection with their work together. Both Parties will make an effort to continue their responsibilities without delay or loss of quality while attempting to resolve any disputes.

Disputes which remain unresolved after thirty (30) days may require mediation through a mutually agreed arbitration provider or through legal action. Allocation of mediation costs must be agreed by both parties in writing prior to starting the arbitration process. The Parties agree that any decision by an arbiter will be binding and may be entered as a final judgment in any court of competent jurisdiction.

“I acknowledge that, on behalf of myself and the organization stated below, I have read and understood the above policies and agree to fully abide by them in regard to all dealings with Medical Teams staff and operations. I am authorized to represent the organization in these regards.”

**Full Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Company Legal Name:** \_\_\_\_\_  
  
**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

*Company Seal/Stamp* \_\_\_\_\_

Any concerns should be communicated to the local Medical Teams office or to headquarters: [info@medicalteams.org](mailto:info@medicalteams.org) or (503) 624-1000 or toll-free at (800) 959-4325. Concerns can also be reported anonymously using our hotline at Ethicspoint.com or by calling +(866)-384-4277.