



Cooperative for Assistance and Relief Everywhere, Iraq

Ref: **PR #1348**

Date: 25-08-2024

Subject: One-Year Framework Agreement for Law Firm in Iraq.

Dear Vendor,

CARE International in Iraq provides assistance to conflict-affected populations in Iraq. CARE receives a grant from **various** donors to implement the humanitarian aid operation in Iraq. CARE (Contracting Authority) seeks service providers for a **One-Year Framework Agreement for Law Firm in Iraq**.

This Invitation to Bid document contains the following:

- Cover Letter about CARE
- Section 2: Instruction to Bidders
- Section 3: CARE General remarks and special conditions/requirements
- Section 4: Pre-Qualification of Bidder
- Section 5: SERVICE PROVISION: Technical description of the bid
- Section 6: Supplier Information
- Section 7: Bidding Proposal

Sections 4, 6 and 7 must be completed by the bidder.

SECTION 2. – INSTRUCTIONS TO BIDDERS

By submitting a bid, Bidders fully and unreservedly accept the conditions of this Invitation to Bid, which will constitute the governing of the contract as the sole basis of this procurement procedure. The bidders are expected to read carefully and comply with all instructions, forms, contract provisions and specifications contained in this file. Failure to submit a bid containing all the required information and documentation within the specified deadline or extra remarks may result in the rejection of the bid without further evaluation.

1. SCOPE OF SERVICE

Requisition No.	No	Location	Description of service
1348	1	Iraq and KRI	One-Year Framework Agreement for Law Firm in Iraq.

1.1. General Requirements:

General Requirements include an overview of the work needed to be done as the following:

- The bidder is required to have the technical expertise and financial capability to carry out such services.
- Any modifications to the original design must be agreed on in writing prior to implementation.

1.2. Compliance with standards - lack of standards

- The Contractor must know the KRI and Iraq rules.
- Similarly, to the extent that the Contractor applies different standards and deviates from those referenced, the bidder will be required to specify the standards adopted.

1.3. Contact Focal Point

The contractor must provide a contact list of the focal points in charge of all official communication to and with CARE. The communication will include but is not limited to:

- The contract management to the HR Department.
- The follow-up of the work and all the field aspects to the CARE HR Team.

1.4. Expected Activities

- Ensure compliance with local, national, and international laws and regulations.
- Verify that all contractual terms, including pricing, scope, and performance metrics, are legally robust.
- Identify and resolve potential legal issues related to contract execution and enforcement.
- Provide expert guidance in resolving disputes between CARE and contractors concerning performance, delivery, or other contractual matters.
- Represent CARE in legal proceedings should disputes escalate to formal litigation or arbitration.
- Assist in negotiating settlements or amendments to the contract to address emerging issues.
- Draft and review contractual documents to ensure clarity, enforceability, and protection of CARE's interests.
- Oversee modifications or amendments to the contract, ensuring they are legally sound and well-documented.
- Assess potential liabilities associated with CARE's operations and develop strategies to mitigate legal risks.
- Support internal and external audits or evaluations with legal expertise on contract compliance and performance.
- Develop contingency plans and legal strategies for managing potential contract-related issues or emergencies.
- Provide timely and accurate legal advice and opinions to CARE.
- Maintain confidentiality of all information and documents shared by CARE.
- Act in the best interests of CARE, delivering diligent and competent legal services.
- Provide legal translation services in English, Arabic, Kurdish, and German.
- Raise staff and management awareness on legal matters relevant to their roles.

- Liaise with government agencies and regulatory bodies as needed.
- Facilitate CARE's registration with Social Security and Tax offices in newly operational areas and the submission of the DNGO report.
- Assist in obtaining visas for CARE expatriates.
- Advise on compliance with local laws and regulations.
- Provide counsel on the legal aspects of internal policies and procedures.

2. SCHEDULE FOR SUBMISSION

Please note that CARE reserves the right to modify this schedule if needed.

Schedules	DATE	TIME* at the local time of Iraq
Invitation to Bid	25-08-2024	1000 hrs.
Closing date and time for receipt of Bids	09-09-2024	1600 hrs.
Bid Opening Date and Time	10-09-2024	1000 hrs.

3. BID PROCESS

The following processes will be applied to this procurement:

- Invitation to Bid
- Bid Closing
- Bids Opening
- Administrative Evaluation
- Technical Evaluation
- Financial Evaluation
- Contract Award
- Notification of Contract Award

4. SUBMISSION OF BID

Bids can be submitted by email or as a hard copy to the Dohuk Office or Erbil Office.

Please submit your bids in accordance with the requirements detailed below:

- 1- CARE International, 1 Sakar St. Masike, Post Code 42001, Duhok, Kurdistan Governorate, Iraq.**



2- Or CARE International, Empire Business T4, flower 3, Apartment no. 6, Erbil, Kurdistan Governorate, Iraq.

If you need support to find a CARE address in the Duhok or Erbil Office, call # 07508023858 to direct you to CARE addresses.

➤ **Hardcopy**

4.1 The Bidder shall enclose the bid in a securely sealed Envelope.

4.2 The Bid must include all specified documents in (ORDER OF PRECEDENCE OF DOCUMENTS)

4.3 The Bid, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only the following:

- ITB No.
- CARE address
- Company stamp

➤ **Email**

Bids can be submitted by email to the following dedicated, secure email address. Instructions for submitting by email:

Procurement_Iraq@care.de

1. The ITB number shall be inserted in the Subject Heading of the email as ITB #1348
2. The required bid documents 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 disqualify the bid.
3. Email attachments: if size does not allow you to send in one attachment, the Bidder shall send their bid in multiple emails. CARE is not responsible for the failure of the Internet, network server, or any other software used by the Bidder in the processing of emails.

Queries and requests for clarification of the specification can be requested via e-mail at "Procurement_Iraq@care.de". Two full days may be required for response.

5. SELECTION AND AWARD CRITERIA

CARE has assessed the local Iraq market and is aware of the prices other agencies are paying for similar services. The award of the contract(s) will be based on the following:

Criteria that will be used to evaluate and score the bids are as follows:

- 50 Points for Technical Stage.
- 50 Points for Financial Stage.

Technical Stage:

#	Information	Points	Comment
1	Proven work experience with INGOs. e.g. Labor issues, procurement contracts, partnership agreements, visa and access permits, and gov (GOI and/or KRI) relationship.	15	
2	Proof (authorized legal translator) of Proficient in legal translation. (German, English, Kurdish and Arabic) are preferred.	10	
	Registered in KRI and GOI.	20	
4	Year of Government liaison experience.	5	List of experience

a) Administrative Evaluation

The 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:

Companies: Bid Form (Technical, Financial), Company Qualification, Company Profile if requested by CARE, Contractor registration.

b) Technical Evaluation

A Technical Evaluation of all bids received will be performed considering all the shortlisted bidders that satisfy the criteria of Administrative Evaluation.

c) Financial Evaluation

All bids that pass the Technical Evaluation will proceed to consideration with the Financial Evaluation.

d) Exclusion criteria:

- Any missing of the documents in Section 4, Section 6, or Section 7 can be considered a reason for exclusion (CARE reserves the right not to exclude in certain cases as deemed appropriate)
- No provision of references
- No provision of past experience
- No Provision of a company certificate of registration in KRI and Federal Iraq
- No access permissions to operate in designated areas.
- Submission of multiple bids for a single Requisition

e) Award Procedure

The contract will be awarded to the successful Bidder after CARE committee members make a decision based on CARE discretionary requirements and after the evaluation process.

6. ORDER OF PRECEDENCE OF DOCUMENTS

The following documents must be submitted before Bid closing (submitted using CARE templates):

Description	To be filled by the bidder		To be filled by the CARE opening bid committee		
	Included?		Complete?		Comments
Document to be submitted <u>within</u> the tender	Yes	No	Yes	No	
Duly filled, signed and stamped Pre-Qualification of Bidder (Section 4)					
Duly filled, signed and stamped Bidding form (Section 6)					
Duly filled, signed and stamped Bidding proposal (Section 7)					
Copy of Company Registration in KRI and Federal Iraq					

The following documents will be additionally requested from the selected Bidder:

- The header of the original commercial invoice letter clearly addresses the contractor details.
- Company stamp

SECTION 3. - GENERAL REMARKS AND SPECIAL CONDITIONS/REQUIREMENTS

1. General Conditions/requirements

- 1.1 Payment terms are within 30 days of service and after getting signed certification of completion of service.
- 1.2 CARE holds the right to change the technical description of the bid in writing. All Bidders will be informed if any changes occur.
- 1.3 CARE reserves the right to split the contract between different Bidders.
- 1.4 Bidders need to be registered and own Certificate of Registration in KRI and federal Iraq, attach copy of Certificate to the bid as described in "Order of precedence of documents".
- 1.5 The bidder needs to have a good reputation for the type of service.
- 1.6 No subletting is allowed.
- 1.7 The Bidder that is awarded the Contract at the end of the process will have to comply with CARE policies on the Prevention of Sexual Exploitation and Abuse and the Code of Conduct/Anti-Fraud and Corruption policy.

2. Prices/service charge

The prices need to include all taxes, transportation, shipping and other relevant costs and the currency should be **IQD**. No additional charges of any kind are permitted after a signed Contract by both parties. The price will be fixed for the period of the Contract (one year) unless the nature of the services provided is subject to high market price volatility as deemed reasonable by CARE. Price validity period may differ depending on the size and nature of the Contract.

3. Payment terms

CARE will issue payments after the completion of services is verified CARE finance team. Payment will take place within 30 working days after submitting the invoice.

4. Bid Validity

- 4.1 The bid should be valid for one year.

5. Amendment of bidding documents

CARE may amend or cancel the Invitation to Bid document by informing the Bidders in writing no later than 48 hours before the deadline for submission of bids. To give Bidders reasonable time in preparing their bids, CARE may extend the deadline for the submission of bids at its own discretion.

6. Joint Ventures, Consortia and Associations

Joint venture, consortium or association of two or more firms as partners will only be accepted through declaration by bidder containing the names and registrations of partners. All formal conditions of the contract shall apply for both Partners venturing into this bid.

7. Sole bid from a single Bidder

Each Bidder shall submit only one Bid form. A Bidder who submits or participates with more than one bid form will cause disqualification of all their bids.

8. Right to Select/Reject

CARE reserves the right to select and negotiate with those companies it determines, at its own discretion, to be qualified for competitive evaluating and to repeal negotiations without incurring any liability. CARE also reserves the right to reject any or all offers received without explanation as CARE reserve the right to disqualify any offers based on Bidder failure to comply with solicitation instructions.

CARE also has right to:

- Extend time of Bid responses to receive better deal on their demand after notifying all Bidders.
- Cancel or modify the Bid process at any time as appropriate to the needs of CARE.
- Issue an award or multiple awards based on the initial evaluation of received bids.

9. Award Splitting

CARE reserves the right to split awards.

10. Clarification of bidding documents

A potential Bidder shall be contacted in writing in some circumstances at discretion of CARE, if the bidding documents are incomplete or miscalculated. In most circumstances the bid will be rejected.

11. Confidentiality

Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with this process. Breaking confidentiality rules by Bidders will result into rejection of their bids. There are also severe consequences for CARE staff for breaching confidentiality.

12. Language of Procurement

The bids, all correspondence and documents related to the bid shall be exchanged in English. Supporting documents that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

13. Specific conditions

Bid must specify all details according to the Invitation to Bid text. Incomplete bids and bids that arrive later than the deadline for reply will be automatically excluded. All responses will be opened by the CARE bid committee. In the case of an error when writing the prices, discard the page. Any alterations, including the use of correction fluid, may render your offer invalid.

14. Signing of Contract

Upon decision made by CARE committee members, CARE will notify successful Bidder to sign the Contract and return signed Contract to CARE International within agreed timeframe.

Note: Submission of a Bid form does not guarantee an award of a contract. Award of a contract is entirely at the discretion of the Contracting Authority, CARE International.

Bidders' who do not receive written feedback within 15 days should consider their bid unsuccessful.

SECTION 4. – Pre-Qualification of Bidder

We herewith _____ (company name) declare

- a. **CONDUCT.** Contractor and its employees shall maintain and comply with a written code of conduct that prohibits giving anything of value, directly or indirectly, to any person or entity, including government officials or CARE staff, in the form of a bribe or kickback; establishes appropriate limitations on transactions with relatives of Contractor employees or businesses or ventures related to Contractor or its employees; and otherwise properly governs the performance of its employees engaged in soliciting, awarding or administering contracts, and receiving gifts. Contractor shall inform CARE in writing of any violations relating to its obligations hereunder. Contractor certifies that it has not knowingly provided and will not knowingly provide, in violation of applicable laws, material support or resources to any individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism, or we have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify.
- b. We are not bankrupt or being wound up, we are not having our affairs administered by the courts, our business has not been suspended by local government, are not the subject of proceedings concerning those matters, or 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 judgement which has the force of claim preclusion.
- d. We have fulfilled 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 those of the country of the contracting authority or those of the country where the contract is to be performed,
- e. We have not been subject of a judgement which has the force of claim preclusion for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities financial interests,
- f. We have not been declared to be in serious breach of contract for failure to comply with obligations in connection with another contract with the same contracting authority or another contract financed with Community funds,
- g. We do respect basic social rights and condemn exploitation of child labour and women.

Name and Date

Signature and Stamp



SECTION 5. – SERVICE PROVISION: Technical Description of the Bid

Type of contract	IQC - (Indefinite Quantity Contract) for the procurement of legal services over a specified period of time (one year), with a fixed hour/day/or task rate.
Requirements	<ul style="list-style-type: none"> • Registered in KRI and GOI. • Proven work experience with INGOs. e.g. Labor issues, procurement contracts, partnership agreements, staff visa and access permits, and gov (GOI and/or KRI) relationship. • Staff training capability. • Proficient in legal translation. • Government liaison experience.
Background and purpose of assignment	<p>Background:</p> <p>CARE, a global humanitarian organization, operates in Federal Iraq including the Kurdistan Region of Iraq. To ensure compliance and support our expanding operations, specialized legal expertise is essential.</p> <p>Purpose:</p> <p>The assignment aims to engage a reputable law firm to provide an advanced diversified legal counsel primarily related to ensuring compliance, managing risks, and optimizing contractual performance. The expected services include but not limited to legal advice, representation, enhancing the terms of contracts and documents to ensure compliance and risk management, and staff training.</p>
Expected Activities	<p>Responsibilities of the Law Firm as per need:</p> <ol style="list-style-type: none"> 1. Ensure compliance with local, national, and international laws and regulations. 2. Verify that all contractual terms, including pricing, scope, and performance metrics, are legally robust. 3. Identify and resolve potential legal issues related to contract execution and enforcement. 4. Provide expert guidance in resolving disputes between CARE and contractors concerning performance, delivery, or other contractual matters. 5. Represent CARE in legal proceedings should disputes escalate to formal litigation or arbitration. 6. Assist in negotiating settlements or amendments to the contract to address emerging issues. 7. Draft and review contractual documents to ensure clarity, enforceability, and protection of CARE's interests. 8. Oversee modifications or amendments to the contract, ensuring they are legally sound and well-documented. 9. Assess potential liabilities associated with CARE's operations and develop strategies to mitigate legal risks. 10. Support internal and external audits or evaluations with legal expertise on contract compliance and performance. 11. Develop contingency plans and legal strategies for managing potential contract-related issues or emergencies. 12. Provide timely and accurate legal advice and opinions to CARE. 13. Maintain confidentiality of all information and documents shared by CARE. 14. Act in the best interests of CARE, delivering diligent and competent legal services. 15. Provide legal translation services in English, Arabic, Kurdish, and German. 16. Raise staff and management awareness on legal matters relevant to their roles. 17. Liaise with government agencies and regulatory bodies as needed. 18. Facilitate CARE's registration with Social Security and Tax offices in newly operational areas and the submission of the DNGO report. 19. Assist in obtaining visas for CARE expatriates. 20. Advise on compliance with local laws and regulations. 21. Provide counsel on the legal aspects of internal policies and procedures.

Name and Date

Signature and Stamp



SECTION 6. – SUPPLIER INFORMATION

6.1 Bidder business details:

Company name:	
Registered name of company (if different):	
Nature of primary business/trade:	
Primary contact name:	
Job title:	
Phone:	
Email:	
Address:	
Owner/ Manager Name:	
Business licence number:	
Country of registration	
Expiry date:	
Legal status of company (e.g. partnership, private limited company, etc.)	

6.2 Company bank account details:

Bidder name:	
Bidder account no.:	
Bidder Bank:	
Bank branch:	
SWIFT:	
IBAN:	
Bank address:	

Company Registration	Copy of registration provided (Yes or No)
KRI Registration	
Federal Iraq Registration	

6.4 References

Please submit at least 2 (Two) relevant references who may be contacted on a confidential basis to verify satisfactory execution of contracts. Respondents should supply this information for each of the references in the following format:

Client/company name	Contact person	Phone	Email	Approximate value of contract
1.				
2.				
3.				
4.				



Please provide details of services supplied to the referenced companies above and the quantities:

Nature of supply	Location	Year	Quantity
1.			
2.			
3.			
4.			

Name and Date

Signature and Stamp



SECTION 7. – Bidding Proposal

7.1 Bidding Proposal

#	Services	Cost IQD
1	Legal Reivew of policies, contracts (per page)	
2	Legal Translation services (per page)	
3	Baghdad visa	
4	Legal opinion/advice (per case)	
5	Legal Counsel (per hour)	
6	Updating organization documents with the DNGO	
7	Financial Report	
8	Social Security and Tax monthly payment	
9	Registration for Social Security and Tax	

7.2 Supplementary information (for Bidder to fill in):

<u>Question</u>	Answer
1. Bid Validity	One Year

Name and Date

Signature and Stamp