



## ANNEX I

### REQUEST FOR PROPOSAL

#### 1. Scope and requirements

Geneva Call will need support in the following fields:

- Labor law and rights in Sudan
- Contracts procurement and tenders
- Interpretation of Acts, Bills and Policies
- Support during arbitrations or lawsuit

#### 2. Scope of Work

##### Labour Law

- 1- Review template of work contract to ensure it is in conformity with Sudan labor laws.
- 2- Review Geneva Call staff regulations for Sudan office (holidays, maternity/paternity leave rights, salaries and compensations, retirement rights and social insurance contributions...) to ensure it is compliant with Sudanese labor law.
- 3- Providing legal support to GC in case of any conflict between GC and staff regarding labor rights.

##### Contracts and Tenders

- 4- Reviewing GC contracts with suppliers, bidders and other external companies (office rental, car rentals, miscellaneous insurances).
- 5- Reviewing GC policy on tenders and ensure that it complies with Sudan laws and regulations.

##### Interpretation of Acts, Bills and Policies

- 6- Provide legal clarification of Acts such as Financial Acts, NGO Acts, Bills and Policies relating to finances, taxes, and other circulars of concern.

##### Support during arbitrations or lawsuit

- 7- Providing legal support, defense or advisory as need for Geneva Call in case of any conflict or lawsuit filed against the organization in Sudan.
- 8- Represent Geneva Call during arbitrations in direct consultation with the organization's legal advisory team in Sudan and Geneva as well as its management.

##### General Requirements

- 9- A reachable dedicated focal person to maintain direct contacts with GC.
- 10- The focal person should have excellent command of English language (writing and speaking) and passive knowledge of Arabic/Juba Arabic.



### **3. Proposal Guidelines**

The contract proposal should encompass both a monthly fixed fee proposal and a fee-per-service proposal, as specified in the scope of work, including charges for regular consultations and court appearances on behalf of Geneva Call.

The proposal should also include a list of references/clients. The proposal should be split in a financial proposal and a technical proposal (see point 3 in main RFP)

### **4. Eligibility Criteria**

All of the following competencies and skills are required:

- a. The firm should have qualified lawyers and registered with Sudan Bar Association.
- b. The applying lawyers will have to be part of a firm, therefore ensuring availability of staff to follow-up Geneva Call's demands.
- c. The firm should have clear and locatable and accessible office premises in Port Sudan with clear contacts.
- d. The applicants should hold an independent position, and in particular not be an employee of a government, Geneva Call or a direct partner of Geneva Call, nor at any time employed by these institutions within the last 5 years.
- e. The Legal Firm should have proven experience in labor law, registration of international NGOs in country and commercial law.

### **5. Evaluation and Selection Process**

The criteria to be used in assessing the tenders and lead to the final selection will be:

- The proposed cost of the legal support on a monthly base.
- The proposed cost for a fee-per-service;
- The prior record of the applicants in the abovementioned fields of law;
- Availability for follow up of Geneva Call's cases.

### **6. Terms and Conditions**

Invoicing needs to be issued in original format with unique invoice numbers.  
Payment term 30 days net.

### **7. Confidentiality / Immaterial rights**

By "immaterial rights" is meant the rights to all immaterial property, including, but not limited to, software, discoveries, inventions, methods, processes, product/design plans and more generally any other form of immaterial rights to which the Consultant contributes in producing in connection with this Assignment. The Consultant is obliged to inform GC immediately about any immaterial property or right to such property. Under this Agreement, the Consultant hereby transfers all immaterial rights to GC, and GC hereby accepts all rights to the immaterial property, including the right to sue for losses and other remedies concerning other violation or misuse of any or the immaterial rights, as well as the right to retain compensatory damages. This also applies to all written and visual material prepared by the Consultant during the Assignment period. Such material is to be handed over to GC immediate after the termination of the Assignment Contract. GC holds in other words the right to use all material produced in connection with this Assignment, and this is free of charge. Nor does the Consultant hold any right to any special compensation for the transfer of the material rights to GC. Upon termination of the contract, all material which the Consultant is in possession of, and which belongs to GC, shall be returned to GC, unless otherwise is agreed in writing.



## **8. Third Party Performance Reviews and Audit**

### **8.1 Performance Review.**

In addition to internal measures of performance, Geneva Call retains the right to require independent evaluation of Contractor performance. Geneva Call may, contract with independent third parties to audit the contract service levels. The Contractor will cooperate fully with any third-party audit and agrees that all information shared with Geneva Call may be shared with such third-party contractor.

### **8.2 Financial Audit.**

Geneva Call requires the Contractor to retain all financial documents related to the costs and revenues of its account for the standard financial data retention period in the country of incorporation.

## **9. The Contract**

### **9.1 Term of Agreement**

The agreement resulting from the solicitation shall be for an initial period of one (1) year with the option to extend, at the sole discretion of Geneva Call, for an additional one (1) year period.

### **9.2 Termination**

Geneva Call may terminate the Agreement resulting from this solicitation, or any services under such Agreement, without prejudice to any other rights or remedies, by giving thirty (30) days written notice to the contractor.