

INVITATION FOR BIDS

Procurement Number:	ASIA2021IND06o
Open Date:	May 24, 2021
Questions Deadline:	June 3, 2021
Closing Deadline:	June 16, 2021
Geographical Area Restrictions:	N/A
Point of Contact:	Bryant Martin Fiesta, bmfiesta@iri.org

Background:

The International Republican Institute (IRI) is a nonprofit, nonpartisan, organization dedicated to advancing freedom and democracy worldwide. Since 1983, IRI has worked to develop democratic institutions and ideals, carrying out a variety of international programs to promote freedom, self-government and the rule of law worldwide. IRI provides technical assistance in the areas of political party strengthening, developing civic institutions and open elections, promoting democratic governance and advancing the rule of law.

To foster political parties that are internally democratic and representative of constituents' interests in Indonesia, the Institute is implementing a program of technical assistance and training to strengthen parties' structures and processes and the cultivation of emerging leaders through Emerging Leaders Academies (ELA). Further, the Institute is providing district-level candidates with technical support to contest in the upcoming local elections. The Institute is using these activities to train young party members on leadership, party operations and campaigning. Concurrently, the Institute is providing technical consultation to parties' national and provincial leadership bodies to support the internal development and reform of operating principles and practices.

In order to conduct this work, IRI employs a handful of Jakarta-based staff and enters into fixed-amount subaward or contracts with various entities. As such, the IRI-Indonesia program team requires the services of a local attorney/law firm to provide legal guidance and opinions on local labor laws and related matters, allowing the program team to continue its important work outlined above whilst ensuring that IRI-Indonesia is abiding by Indonesian law.

Period of Performance:

July 1, 2021 – June 30, 2022, with the option to extend up to one year, in one-year increments.

Technical Bid:

Interested bidders must present the technical bids outlining the following information:

IRI seeks an applicant to provide on demand legal services based on a price list, to be provided in the form of the cost analysis below. Vendor will assist with various legal needs from IRI's Indonesia operations as they arise, including, but not limited to, advice regarding Indonesia employment laws, advice regarding taxes, review of employment contracts, visa guidance for international staff travel and more.

Bidders must fulfill the following technical criteria:

1. Must have professional fluency in Bahasa Indonesia and English.
2. Be able to provide at least three (3) references to evaluate past performance.
3. Be able to provide at least three (3) years of experience working with international, governmental, and non-governmental clients.
4. Proof of attorney license as a local attorney (both for law firms and individuals).
5. Be able to respond to important and urgent requests as necessary.

Bidders must propose an hourly rate for each of the deliverables identified below and in the format of the table below. The Offeror's pricing must be valid for at least 60 (sixty) calendar days after the due date for proposal submission. The proposed hourly unit prices should be fixed and inclusive of all costs to perform, including inspection services, transportation, taxes, import duties (if any) and other levies. To the extent that an Offeror proposes to include any pricing not reflected in the table below, such pricing must be fully described in the proposal.

Proposals must be submitted in US Dollars (USD). Payments under any resulting contract will be made in this currency.

IRI policy does not allow for legal services to be rendered through a retainer payment. All costs should be presented in an hourly rate. For example, if providing legal guidance on the drafting of a contract is expected to cost **XXX USD per hour**, this amount should be indicated on the righthand column in the table below, and any invoice submitted by the vendor should use this hourly rate for the respective service. To maintain flexibility and adapt to the changing needs of the program team, IRI will not set a cap on the number of times a particular service/deliverable can be requested of the vendor. No other costs will be reimbursed above this rate.

The vendor must invoice IRI upon completion of requested services for compensation, indicating the type of service, hours spent completing the service and hourly rate as pre-determined by the vendor in its bid.

If the Bidder is a U.S. organization/resident, or a foreign organization/resident which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., the technical bids must contain Bidder's Taxpayer Identification Number.

Price information should be presented as a firm-fixed Unit Price for each of the deliverables identified below and in the format of the table below. Pricing must be valid for at least 60 (sixty) calendar days after the due date for proposal submission. The proposed Unit Price should be fixed and inclusive of all costs to perform, including inspection services, transportation, taxes, import duties (if any), and other levies. If there are any additional fees

not reflected in the table below, such pricing must be fully described in the bid. Bids must be submitted in **USD**; payments under any resulting contract will be made in this currency.

Unit/Deliverable	Hourly Rate (USD)
Drafting of a contract	
Drafting of an annex	
Verbal legal advice on general Indonesian law matters, inclusive of labor laws	
Written legal advice on general Indonesian law matters, inclusive of labor laws	
Drafting of an appeal	
Drafting of request to authorities	
Drafting of IRI policies and/or regulations based on Indonesian law	
Visa advice and related immigration matters for international staff travel	

IFB Terms and Conditions:

1. Prospective Bidders are requested to review clauses incorporated by reference in the section “Notice Listing Contract Clauses Incorporated by Reference”. By submitting a bid, bidder agrees to comply with all terms, conditions, and provisions included in the solicitation and agreement to the services identified above, and will specifically identify any disagreement with or exceptions to the terms, conditions, and provisions.
2. IRI may reject any or all bids if such is within IRI’s interest.
3. The Bidder’s initial bid should contain the Bidder’s best offer.
4. IRI reserves the right to make multiple awards or partial awards if, after considering administrative burden, it is in IRI’s best interest to do so.
5. Discussions with Bidders following the receipt of a bid do not constitute a rejection or counteroffer by IRI.
6. IRI will hold all submissions as confidential and shall not be disclosed to third parties. IRI reserves the right to share bids internally, across divisions, for the purposes of evaluating the bids.
7. If IRI continues to require the goods and services and the price remains reasonable and within market norms, resulting contract may be renewed each year for up to 1 year with 30 days’ notice to the Contractor. Bidder must establish any price increase for each renewal year in the initial bid.
8. Bidders confirm that the prices in the bid/proposal/application/quote have been arrived at independently, without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
9. By applying to this IFB, applicant is certifying that if it is awarded a contract, none of funds payable under the resulting contract will be used to (1) procure or obtain, extend or renew a contract to procure or obtain; (2) enter into a contract (or extend or renew a contract) to procure; or (3) obtain the equipment, services, or systems that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system in compliance with the National Defense Authorization Act. Covered telecommunications equipment and services mean any of the following:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. ([2 CFR 200.216](#)).
10. Bidders agree to disclose as part of the bid submission:
- a. Any close, familial, or financial relationships with IRI staff and agents. For example, the bidder must disclose if a bidder's mother conducts volunteer trainings for IRI.
 - b. Any family or financial relationship with other bidders submitting bids. For example, if the bidder's father owns a company that is submitting another bid, the bidder must state this.
 - c. Any other action that might be interpreted as potential conflict of interest.

Evaluation and Award Process:

1. IRI may contact any Bidder for clarification or additional information, but Bidders are advised that IRI intends to evaluate the offers based on the written bids and reserves the right to make decisions based solely on the information provided with the initial bids. IRI may but is not obligated to conduct additional negotiations with the most highly rated Bidders prior to award of a contract, and may at its sole discretion elect to issue contracts to one or more Bidders.
2. Mathematical errors will be corrected in the following manner: If a discrepancy exists between the total price proposed and the total price resulting from multiplying the unit price by the corresponding amounts, then the unit price will prevail and the total price will be corrected. If there were a discrepancy between the numbers written out in words and the amounts in numbers, then the amount expressed in words will prevail. If the Bidder does not accept the correction, the offer will be rejected.
3. IRI may determine that a bid is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A bid may be rejected if IRI determines that the lack of balance poses an unacceptable risk.

4. IRI will conduct a source selection based as follows: Best Value.

IRI intends to make an award to the responsible Bidder based on the following evaluation factors:

- A. Past Performance – 40 percent
 - i. *Responsiveness to client – 10 percent*
 - ii. *Attention to detail – 10 percent*
 - iii. *Quality of work – 10 percent*
 - iv. *References – 10 percent*
- B. Relevant International Experience – 30 percent
 - i. *Experience working with international, governmental, and non-governmental clients.*
- C. Price – 30 percent

IRI intends to evaluate bids in accordance with these factors and make an award to the responsible bidder whose proposal is most advantageous to the program.

5. If a cost realism analysis is performed, cost realism may be considered in evaluating performance or price.

Submission Instructions:

Bids must be submitted via email to Bryant Martin Fiesta at bmfiesta@iri.org with the subject line “**Title of Individual/Firm ASIA2021IND06o Legal Services Application**” by the deadline listed above.

IRI Obligations

Issuance of this IFB does not constitute an award commitment on the part of IRI, nor does it commit IRI to pay for costs incurred in the preparation and submission of a quotation.

Notice Listing Contract Clauses Incorporated by Reference

IRI is required to make the contractor subject to the clauses of the prime award. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Where “flow-down” to the contractor is appropriate and applicable, references to “USAID” or “Department of State” shall be interpreted to mean “IRI”, “Recipient” to mean “Contractor”, and “Subrecipient” to mean “lower-tier subrecipients”. Included by reference are 2 C.F.R. 200 and USAID Standard Provisions for Non-US Non-governmental Organizations/US Department of State Standard Terms and Conditions.