

INVITATION FOR BIDS

Procurement Number:	AFRICA2021KENYA03o
Open Date:	April 6, 2021
Questions Deadline:	April 9, 2021
Closing Deadline:	April 19, 2021
Geographical Area Restrictions:	N/A
Point of Contact:	Jonathan Doernhofer, jdoernhofer@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.

IRI is an international non-profit organization, maintaining an office in Nairobi and registered according to relevant Kenyan laws. IRI employs Kenyans as local staff. IRI also enters into contracts with local companies and vendors for delivery of goods and services. IRI is looking for a qualified legal service provider to assist with these, and other, tasks, as well as providing general counsel on an as-needed basis regarding other potential legal considerations of IRI programming.

Period of Performance:

Date of Signature to April 14, 2022 with the option to extend for a total duration of up to 5 years up in four one-year increments.

Scope of Work and Deliverables:

The Contractor will provide legal guidance, advice, service and documentation for contractual and administrative concerns including but not limited to:

- Local labor laws and regulations.
- Immigration, foreign national work permits and visas.
- International non-governmental organization regulations, registration, compliance, filings and host-government relations
- Contractual matters for consultants, labor, vendors, and service providers for compliance with Kenya laws and regulations.
- Please include standard estimations alongside the requested services.

- IRI policy does not allow for legal services to be rendered through a retainer payment. (Instead) Contractor will charge a flat fee for agreed work based on the value of the subject matter.
- No other expenses and disbursements shall be charged to IRI.
- All costs should be in Kenya Shillings and will be paid through bank transfer.
- Contractor should be able to respond to IRI's inquiries and requests satisfactorily within a reasonable time and be able to provide estimations of the level of effort (in terms of hours) required to complete a specific project.

Additionally, Contractor will provide legal services and consultations throughout the duration of the Agreement on a case-by-case basis to include but not limited to:

- General counsel related to operations, administration, or programming in Kenya.
- Representation in negotiations with contractors or Kenyan government.
- Preparation, negotiation, conclusion, and/or witness of basic employment and vendor agreements.
- Providing documentary evidence of counsel, services provided, or in support of IRI activities, and
- Representation in litigation.

Technical Bid:

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

Interested bidders must present technical bids on official letterhead in English, Times New Roman font, with single spacing not to exceed seven (7) pages, in 12-point font, outlining the following information:

- Information addressing Bidder's experience in providing each of the services identified in the above Statement of Work.
- Specific approach for providing those services to IRI.
- The contact information for the designated representative.
- Provide a list of up to three references for work performed of a similar nature during the last three years, along with contact details.
- Resume/ CV showing qualifications and certification to practice law in Kenya.
- Provide a list of all attachments, and attach any documents containing terms, conditions, or policies relevant to the services solicited.
- Contractor should submit proof of their authorization to provide legal services in Kenya.

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 Kenya Shillings(KES); payments under any resulting contract will be made in this currency.

Services/Deliverables	Unit Cost (KES)
Hourly Rate	
Additional Fees (If applicable)	

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 5 years 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:
IRI intends to make an award to the responsible Bidder based on the following evaluation factors:
 - a) Technical evaluation, (including technical capabilities, proposed technical approach, and personnel qualifications) – 40percent
 - *Knowledge and experience with local labor law, taxes and regulations clearly stated number of services listed in the SOW that the Bidder is able to provide- 20 percent*

- *Knowledge and experience with international non-governmental regulations clearly stated -10 percent.*
- *Knowledge and experience on contractual matters for consultants, labor, vendors, and service providers for compliance with Kenyan laws and regulations clearly stated -10 percent.*

b) Past performance and experience in performing similar projects preferable in Kenya – 20 percent

e) Price – 40 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 Jonathan Doernhofer, jdoernhofer@iri.org with the subject line “AFRICA2021KENYA03o” 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.