

INVITATION FOR BIDS

Procurement Number:	Eurasia2022UZ02o
Open Date:	23August2022
Questions Deadline:	30August2022
Closing Deadline:	09September2022
Geographical Area Restrictions:	122
Point of Contact:	Miriam Friedman mfriedman@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 has been implementing its legislative strengthening program in Uzbekistan since 2019. Under its DRL-funded program, IRI engages the Parliament and Local Councils in inclusive law-making practices, as well as more effective citizen outreach for feedback. Currently, IRI doesn't have an in-country office but has been receiving invitations from the Government of Uzbekistan to expand its work and implement it in-person on the ground which requires IRI's in-country registration.

Through this solicitation, IRI wants to acquire legal services from a reputable firm/s with experience in getting American non-profit organizations registered in Uzbekistan.

Period of Performance:

October 1, 2022 through May 30, 2023 with options to extend through May 30, 2024 if additional funding becomes available.

Technical Bid:

Interested bidders must present the technical bids outlining the following information: The vendor of services will provide legal services, prepare legal documents and submissions and upon request, will act on IRI's behalf in procedures in front of state institutions in Uzbekistan such as the Ministry of Justice of Uzbekistan, the Ministry of Finance, the Ombudsperson's Office and the Parliament etc.

Legal services that may be required by IRI include, but are not limited to:

- Drafting of IRI's applications for registration in Uzbekistan;

- Drafting of memorandums and other agreements with the Government of Uzbekistan;
- Drafting of contracts (including, but not limited to, employment, commercial and civil contracts) and annexes to contracts;
- Application for work permit;
- Application for residence permit;
- Providing verbal and written legal advice;
- Drafting of written submissions and appeals to authorities;
- Conducting registration processes and obtaining work permits;
- Drafting of internal regulations based on Uzbekistan law;
- Reviewing and assisting in the harmonization of internal IRI regulations based on Uzbekistan law;
- Legal advice regarding Uzbekistan employment laws;
- Review of employment contracts;
- Legal advice regarding taxes;
- Legal advice on relevant legislative changes in the country as they are introduced, and more;
- Review other non-employment related contracts, correspondence, and any other documents submitted by IRI.

The vendor of the services, when necessary and upon IRI's request, will provide certified written translation of documents from Uzbek to English and vice versa and will invoice IRI those translation expenses in accordance with the price for written translation provided in the bid.

The vendor of the services will perform any other legal service as required by IRI not listed above.

Time is of the essence in the performance of the obligations (deliverables) created by this Agreement.

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.

Deliverable	Unit Cost inclusive of VAT in USD
Preparation of the acts for proceedings before the state institutions	
Submission of the acts and registration processes for proceedings before the state institutions	
Drafting, reviewing and editing internal IRI-Uzbekistan policies and accommodating it to the regulations based on Uzbekistan law and IRI general policies	
Verbal legal advice	
Written legal advice	
Certified translation of documents (per one-sided page)	
Additional services	
Other direct costs	

All costs should be presented at an hourly rate with a maximum number of hours expected to complete each listed deliverable. For example, if providing legal guidance on how to secure an employee work permit is expected to require 30 hours work, please write out the total cost as: 30 hours * \$XXXX per hour = \$XXXX. No other costs will be reimbursed above this rate, whether they be hourly costs, or excessive time to complete the project.

IRI will reimburse for incurred fees related to submitting IRI's application for registration, annual financial reports, notary services, receipts must be attached.

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:
IRI intends to make an award to the responsible Bidder based on the following evaluation factors:
 - a) Technical evaluation (legal firm's capacity to register organizations in Uzbekistan) – 20 percent
 - b) Past performance registering foreign organizations in Uzbekistan– 30 percent
 - c) Price – 50 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 Miriam Friedman mfriedman@iri.org with the subject line "EURASIA2022UZ02o" 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.