

**INTERNATIONAL DEVELOPMENT LAW ORGANIZATION
REQUEST FOR PROPOSAL**

Reference: RFP No. **N_1206_HQ_2020**

Date: **October 28, 2020**

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly requests your Company/Organization to submit a Proposal for the provision of external legal services. The full requirement is described in Annex C.

We also request that your Proposal is submitted using the format specifically detailed in Annex D, E and F.

Proposals submitted by email must be limited to a maximum of **10MB, virus-free** and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

Proposals shall be evaluated based on the criteria set in Annex B.

IDLO is not bound to accept any Proposal, nor award a Contract, nor be responsible for any costs associated with a Bidder's preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

IDLO encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to IDLO if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this Request for Proposal (RFP).

By submitting a Proposal in response to this information, Bidders are confirming acceptance of IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

This RFP consists of the following Annexes. Please be guided by these in preparing your Proposal:

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| a. | Instructions to Bidders | Annex A |
| b. | Technical Evaluation Criteria | Annex B |
| c. | Terms of Reference (TOR) | Annex C |
| d. | Proposal Submission Form | Annex D |
| e. | Bidder Information Form | Annex E |
| f. | Supplier's Proposal | Annex F |

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| g. | IDLO Special Conditions of Contract | Annex G |
| h. | IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct | Annex H |

For any questions/clarifications related to this RFP before Deadline for Submissions of Proposals, please contact IDLO on tenders@idlo.int and mention “**Request for clarifications for RFP No. N_1206_HQ_20**” mentioned in the subject section of your email.

Deadline for Submission of Proposals: On or before **18 November 2020 at 1700 Hours Rome Local Time.**

Thank you and we look forward to receiving your quotation.

Sincerely yours,

International Development Law Organization | IDLO
Office of the General Counsel

**ANNEX A
INSTRUCTIONS TO BIDDERS**

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| 1. General Considerations | In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify IDLO. |
| 2. Cost of the Proposal | The Bidder shall bear all costs associated with the preparation and submission of the Proposal. IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation. |
| 3. Currency of Proposals | Proposals shall be nominated exclusively in Kyrgyz Som . <i>Note: Local Suppliers must comply with any applicable laws regarding doing business in other currencies</i> |
| 4. Language of the Proposal | The Proposal and all correspondence and documents relating to the Proposal exchanged by the Bidder and IDLO shall be written in the English language. |
| 5. Delivery Term and Place | Services are to be provided to: IDLO Headquarters in Rome and IDLO Office in Bishkek. |
| 6. Deadline for Submissions of Proposals | The Proposal shall be addressed to IDLO on or before Date: 18 November 2020 Time: 1700 Hours Rome Local time <i>Note: Proposals submitted by email must be limited to a maximum of 10MB, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.</i> |
| 7. Documents comprising the Bidder's Proposal | The Proposal shall comprise the following components: 1. Proposal Submission Form (see Annex D); 2. Bidder Information Form (see Annex E) 3. Supplier's Proposal divided into: a. Technical Proposal (see Annex F1) b. Financial Proposal /Price Schedule (see Annex F2) |
| 8. Contents of solicitation documents | Proposals must offer services for the total requirement, unless specified otherwise in this RFP. |

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| | <p>Proposals offering only part of the requirement will be rejected.</p> <p>The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Proposal.</p> |
| 9. Clarification of solicitation documents | <p>A prospective Bidder requiring any clarification on this RFP may contact IDLO by email on tenders@idlo.int no later than 72 hours prior to the deadline for submission of Proposals.</p> <p>The requests for clarification will have “Request for clarifications for RFP No. N_1206_HQ_20” mentioned in the subject.</p> <p>Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Solicitation Documents or posted on IDLO website.</p> <p>Any delay in IDLO's response shall not be used as a reason for extending the deadline for submission, unless IDLO determines that such an extension is necessary and communicates a new deadline to all the Bidders.</p> |
| 10. Amendments of solicitation documents | <p>At any time prior to the deadline for submission of Proposals IDLO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.</p> <p>All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.</p> <p>In order to afford prospective Bidders reasonable time for taking the amendments into account and preparing their offers, the procuring IDLO entity may, at its discretion, extend the deadline for the submission of Proposals.</p> |
| 11. Proposal submission | <p>The Bidder shall structure the Technical part of the Proposal as follows:</p> <p>(a) Proposed methodology</p> <p>This section should demonstrate the Bidder's responsiveness to the TOR/specifications by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics,</p> |

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| | <p>proposed warranty and demonstrating how the proposed methodology meets or exceeds the requirements.</p> <p>The Technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules. Any technical proposal containing price information will be disqualified from consideration.</p> <p>It is mandatory that the Bidder's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.</p> <p>Information which the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.</p> |
| <p>12. Format, signing sealing, marking and submission of Proposals</p> | <p>The Proposal shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.</p> <p>The Proposal must be submitted using the format specifically detailed in Annex D, E and F.</p> <p>A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Proposal.</p> <p>The Proposal will consist of two attached files named “Technical Proposal” and “Financial Proposal”.</p> <p>The “Financial Proposal” file will contain Price Schedule (see Annex F2) and will be password-protected by the Bidder. If the proposal passed the Technical Evaluation, IDLO will additionally communicate with Bidders for obtaining the password for Financial Proposal. Only Financial Proposals from Bidders whose Technical Proposals have passed the Technical Evaluation will be opened.</p> <p>The Bidder shall send two emails; one for Technical Proposal and one for the Financial Proposal to tenders@idlo.int with the Subject: “Technical Proposal for RFP No. N_1206_HQ_2020” and with the Subject:</p> |



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| | <p>“Price Proposal for RFP No N_1206_HQ_2020”</p> <p>before the deadline stipulated in this RFP.</p> |
| <p>13. Joint Venture, Consortium, or Association</p> | <p>If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between IDLO and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IDLO.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the requirement outlined in the following section in respect of submitting only one proposal.</p> <p>The description of the organization of the IV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.</p> <p>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a. Those that were undertaken together by the JV, Consortium or Association; and b. Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> |



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| | <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.</p> |
| 14. Only One Proposal | <p>The Bidder shall submit only one Proposal. Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; f) or some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal. |
| 15. Late Proposals | <p>Any Proposal received by IDLO after the deadline for submission of Proposals, pursuant to clause <i>Deadline for the submission of Proposals</i>, will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Proposal was sent by email but was not properly received due to issues in IDLO mailing system.</p> |
| 16. Validity Period of Proposals | <p>All Proposals will be valid for 90 days from the deadline for submission of Proposals. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the</p> |

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| | Proposal. The Bidders may choose not to extend the validity period of the Proposals upon request of IDLO. |
| 17. Modification and withdrawal of Proposals | <p>The Bidder may modify/withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Proposals.</p> <p>The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals.</p> <p>No Proposal may be modified nor withdrawn after to the deadline for submission of Proposals.</p> <p>No Proposal may be modified/withdrawn in the Interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified by the Bidder in the Proposal Submission Form.</p> |
| 18. Amendment of the proposal | <p>At any time prior to the deadline of Proposal submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, IDLO may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p> |
| 19. Bidders' conference | <input checked="" type="checkbox"/> N/A |
| 20. Right to accept, reject, or render non-responsive any or all Proposals | IDLO reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to annul the solicitation process and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer. |
| 21. Clarification of Proposals | To assist in the examination, evaluation and comparison of Proposals, IDLO may at its discretion ask the Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted. |
| 22. Evaluation of Eligibility and Qualification | <p>In general terms, Bidders that meet the following criteria may be considered qualified:</p> <p>a) They are not included in IDLO Sanctions lists (EU, US, UN);</p> |

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| | <ul style="list-style-type: none"> b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with IDLO General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients. |
| 23. Price variation | Bidders shall not vary their prices for any reason after the deadline of the tender and while the Proposal is still valid. |
| 24. Preliminary Screening | IDLO will screen the Proposals' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order. Only Bidders that pass will proceed to Technical Evaluation |
| 25. Correction of errors | In the event of a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Proposal will be rejected. |
| 26. Due Diligence | <p>IDLO reserves the right to undertake a due diligence exercise aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other |

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| | <p>places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p> |
| <p>27. Responsiveness of Proposals</p> | <p>IDLO will determine the substantial responsiveness of each Proposal to the RFP. For purposes of this Clause, a substantially responsive Proposal is the one which materially conforms to the requirement of the tender and any mandatory terms contained in the Solicitation Documents.</p> <p>IDLO's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.</p> |
| <p>28. Evaluation of Proposal</p> | <p>A two-stage procedure is utilised in evaluating the Proposals after Preliminary Screening has been conducted; with evaluation of the Technical Proposal being completed prior to Financial Proposal being opened and compared.</p> <p>The Financial Proposals (Price Schedules) of the overall Proposals will be opened only for submissions that passed minimum technical score of 490 points of the maximum obtainable 700 points.</p> <p>The evaluation will be conducted in accordance with the cumulative analysis method, according to which the Technical and Financial Proposals have pre-assigned weights and pre-assigned maximum number of scores:</p> <ul style="list-style-type: none"> - Technical Proposal -70%, - 700 points maximum, - Financial Proposal - 30%, - 300 points maximum. <p>The contract will be awarded to the Proposal with highest combined score obtained in technical and financial evaluation.</p> <p>Technical Evaluation The technical Proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) as per the evaluation criteria below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.</p> <p>Financial Evaluation In the second stage the Financial Proposals of all Bidders who attained a minimum 490 points in Technical Evaluation will be reviewed. The</p> |



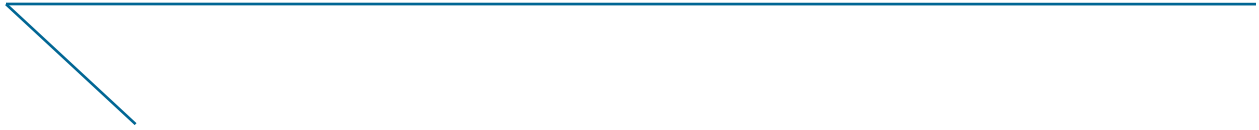
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| | lowest amount for technically qualified Financial Proposal will be awarded maximum 300 points and other Financial Proposals will be awarded points in accordance with the following formula: Financial Proposal score = (Lowest Price / Price under consideration) x 300. |
| 29. Debriefing | In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from IDLO. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for IDLO procurement opportunities. The content of other proposals and how they compare to the Bidder's submission will not be discussed. |
| 30. Right to Vary Requirements at the time of the Award | <input checked="" type="checkbox"/> N/A for Framework Agreement <input type="checkbox"/> Yes—At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of [goods and/or services], by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions. |
| 31. Contract Signature | Within five (5) calendar days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IDLO. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Proposals. |
| 32. Payment Terms | IDLO will make payment within 30 days after satisfactory performance of all services and upon submission of the invoice by the Supplier. |
| 33. General Terms and Conditions and Supplier Code of Conduct | Any Contract or Purchase Order that will be signed as a result of this RFP shall be subject to the IDLO's General Terms and Conditions and Supplier Code of Conduct attached as Annex H. The mere act of submission of a Proposal implies that the Bidder accepts both Annexes in full. |
| 34. Liquidated Damages | <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Yes - For late delivery of Goods, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 23 of the General Terms and Conditions. Liquidated damages for inferior quality or non-conformance of specifications of Goods will be assessed on a case-by-case basis in accordance with the severity of the problem as determined solely by IDLO. The application of this liquidated damages provision shall not |

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| | relieve the Contractor of its obligations or liabilities pursuant to this Contract. |
| 35. Partial Bid | <input checked="" type="checkbox"/> Not permitted (All or Nothing) <input type="checkbox"/> Permitted |

**ANNEX B
TECHNICAL EVALUATION CRITERIA**

Scoring Weight and Point

| Summary of Technical Proposal | | Score Weight | Points Obtainable | Bidder A | Bidder B |
|-------------------------------|--|--------------|-------------------|----------|----------|
| 1 | Establishment and experience | 70% | 490 | | |
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| 2 | Methodology | 25% | 175 | | |
| | Explanation of the proposed overall methodology for producing the expected results of the assignment, the methodology for various sections/stages, list of deliverables, and timeline and budget | | | | |
| | Adequacy of the extent to which the proposed methodology approach and work plan seems realistic, meets the requirements of the assignment and reflects the degree to which the firm understands the assignment and has the important aspects of the task been addressed in sufficient detail | | | | |
| | The overall engagement, management and participatory approach, and quality assurance on deliverables | | | | |
| | Structure of the proposal | | | | |
| | Clarity and conciseness of the language used in the proposal | | | | |
| | Layout of the proposal including formatting | | | | |
| | | | | | |
| 3 | Reporting | 5% | 35 | | |
| | | | | | |
| | Total | 100% | 700 | | |
| | Minimum Score to determine Pass/Fail | | 490 | | |
| | Bidder's Score | | | | |
| | Bidder Pass/Fail to proceed to opening of Financial Proposal | | | | |



ANNEX C
TERMS OF REFERENCE
PROCUREMENT OF EXTERNAL LEGAL SERVICES IN KYRGYZSTAN

A. About IDLO

The International Development Law Organization (IDLO) is an intergovernmental organization exclusively devoted to promoting the rule of law. Established in 1983, IDLO works to enable governments and empower people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity. Its programs, research and policy advocacy cover the spectrum of rule of law from peace and institution building to social development and economic recovery in countries emerging from conflict and striving towards democracy.

The Assembly of Parties is IDLO's highest decision-making body. It is composed of Representatives of all Member Parties, which have joined the Establishment Agreement of IDLO. IDLO currently has 37 Member Parties.

IDLO has its Headquarters in Rome, a Branch Office in The Hague, Liaison Offices for the United Nations in New York and Geneva, and Country Offices in Afghanistan, Honduras, Indonesia, Jordan, Kenya, Kyrgyzstan, Liberia, Mali, Mexico, Moldova, Mongolia, Myanmar, the Philippines, Somalia, Tunisia, Uganda and Ukraine.

The work of IDLO is sustained by a dynamic, diverse, multinational and multicultural workforce, comprised of over 400 employees plus additional personnel in the non-employee category such as consultants and interns. About one fourth of the IDLO workforce is based in its Headquarters in Rome, while the rest are spread across the globe in our Branch and Country offices.

B. Background

Within IDLO, the legal function is exercised by the Office of General Counsel (OGC) which is a dynamic generalist legal practice whose overarching aim is to advance and protect the legal interests of IDLO, while mitigating risk, fostering accountability, and helping to ensure the effective and efficient operation of the Organization and its governing bodies. OGC advises the entire Organization on a diverse range of legal and ethical issues.

The Office of the General Counsel occasionally seeks assistance from local counsel to obtain a better understanding of the national legal systems of the countries in which IDLO operates, in a variety of legal fields, including but not limited to privileges and immunities, employment law, civil and commercial law, criminal law, administrative law, tax, and banking law.

The Supplier will act as a provider of external legal services and support the Office of the General Counsel on an as-needed basis in understanding the laws of Kyrgyzstan and their application to specific legal questions with the utmost professionalism, discretion and confidentiality.

C. Expected Output

IDLO is looking to establish one or several Framework Agreement(s) with able and qualified Suppliers. A Framework Agreement is a type of agreement with its terms and conditions under which procurement of goods or services can be effected over a specified period, but which places no obligation on IDLO to order any minimum or maximum quantity. All terms and conditions including the prices will remain unchanged during the period of the Framework Agreement(s). The duration for Framework Agreement(s) is 12 months with an option to extend at the same price, terms and conditions for a second 24-month period subject to satisfactory performance and agreement by both parties. A Work Order will be issued when IDLO intends to make a commitment against Framework Agreements. The Work Order will provide information on the exact services (lifted from the Framework Agreement) in addition to other logistical details.

This RFP is for the provision of External Legal Services.

Pursuant to the request of the General Counsel or his or her designee, as often as deemed necessary by the General Counsel, the Supplier shall:

- Advise IDLO with regard to legal issues concerning the status of IDLO in Kyrgyzstan;
- Study legal documents, briefs, reports and correspondence presented by IDLO;
- Gather, catalogue, analyse, and advise, including providing guidance notes, memos, and reports in English, on Kyrgyzstan's laws, regulations, rules, legal and administrative practices and legal processes;
- Translate relevant and pertinent laws, regulations, rules, and any other relevant documents;
- Undertake specific legal research as requested, on issues including but not limited to domestic law relating to international organizations, taxation, employment issues, litigation, contracts and administrative law;
- Represent IDLO before government authorities;
- If requested, provide the General Counsel with regular updates if the services or a particular assignment are requested for a longer period, as applicable;
- Record the Work by using timesheets.

D. Institutional Arrangement

The Supplier will report to the General Counsel and/or to his or her designee.

The frequency of reporting will vary depending on the task.

E. Duration of the Work

The Work will be assigned on an as-needed basis and will have a variable duration, which will be specified in the Work Order, on the basis of the required task.

F. Work Location

The Work will be performed in Kyrgyzstan.

The tasks will be performed mainly at the Supplier's premises. The Supplier shall be available to attend meetings at the IDLO office in Bishkek and other locations within Kyrgyzstan as IDLO may reasonably request.

The Supplier is not expected to travel to Rome, Italy but shall organize its work, and shall attend conference calls, considering the time and work-week difference between Kyrgyzstan and Rome, Italy.

G. Qualifications of the Successful Supplier

All Supplier staff referenced in the Proposal shall have education and professional qualifications consistent with their position. In particular, attorneys must meet the following minimum requirements:

- Degree in Law;
- Admission to practice in Kyrgyzstan.

The Supplier shall submit a Proposal indicating an indicative team of experts with the requested areas of experience, and who are anticipated to be available to work under the Framework Agreement, containing at minimum the following professional profiles:

- a. one Partner;
- b. one Senior Lawyer/Associate;
- c. one Lawyer/Associate.

The Supplier can identify the desired number of attorneys whose CVs they wish to submit over the above-specified minimum requirement.

Bidders are required to submit the following documents to ascertain their qualifications:

- (a) Certificate of law firm registration;
- (b) Redacted writing samples;
- (c) CVs of the individuals with the required skills and a proof of license to practice in Kyrgyzstan, including qualification to appear before relevant courts;
- (d) Proof of malpractice or other insurance, if required under national law.

In addition, the Supplier shall have the following expertise:

- Sound knowledge and experience with relevant laws related to intergovernmental organizations and diplomatic missions in Kyrgyzstan and the relevant private and public law of Kyrgyzstan;
- Sound knowledge and experience with Kyrgyzstan's labor law and contractual law, including as applied to employment contracts;
- Sound knowledge and experience with Kyrgyzstan's tax law;
- Knowledge and experience of banking law and practice in general;
- Knowledge and experience with Kyrgyzstan's administrative and procedural laws including in civil and criminal matters;
- Understanding of contractual arrangements and terms as used by international organizations;

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- Understanding and ability to advise on the local practices and approaches to the aforementioned issues;
 - Very good command of English, both spoken and written; and
 - An ability to address all matters arising in a discreet, ethical and confidential manner.

IDLO encourages the submission any document demonstrating previous experience in assisting intergovernmental organizations or diplomatic missions in Kyrgyzstan.

H. Scope of Tender Price and Schedule of Payments

The cost of the Services will be determined on an hourly rate. The Supplier shall provide detailed timesheets justifying the costs as a condition of payment.

The rates and prices include all necessary costs for all labor, materials, tools and utilities, all overhead, profit, taxes and duties, together with all general risks, liabilities, insurance and requirements set out or implied in the Proposal. The Supplier is requested to insert the hourly rate for the category of attorneys identified above on a seniority basis and as applicable on the basis of the internal structure of the firm. Hourly rates for any support staff (e.g. legal translator, paralegal), if applicable, shall also be included.:

**ANNEX D
PROPOSAL SUBMISSION FORM**

(This Form must be submitted using the Supplier's Official Letterhead/Stationery in the format specified below)

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Services for the Hourly Rates as may be ascertained in accordance with the Financial Proposal (Price Schedule) attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of Proposals in the Request for Proposals, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We hereby accept IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

We understand that you are not bound to accept any Proposal you may receive.

Company/Organization: _____

Name: _____

Title: _____

Date: **Select date**

Signature: _____

Duly authorized to sign this Proposal

ANNEX E
BIDDER INFORMATION FORM

| | | | |
|---|---|--------------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | RFP N_1206_HQ_2020 | | |
| Legal name of Bidder | [Complete] | | |
| Legal address | [Complete] | | |
| Year of registration | [Complete] | | |
| Bidder's Authorized Representative Information | Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete] | | |
| Are you an IDLO vendor? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert IDLO vendor number] | | |
| Countries of operation | [Complete] | | |
| No. of full-time employees | [Complete] | | |
| Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate): | [Complete] | | |
| Contact person that IDLO may contact for requests for clarifications during Bid evaluation | Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete] | | |
| Please attach the following documents: | <ul style="list-style-type: none"> ▪ Certificate of Law Firm Registration ▪ Quality certificates, accreditations, awards and citations received by the Bidder, if relevant ▪ Local Government permit to locate and operate in assignment location, if applicable ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country ▪ Proof of malpractice or relevant professional practice insurance, if required under national law ▪ Preferably, a representative clients list ▪ Redacted writing samples. | | |

ANNEX F1- TECHNICAL PROPOSAL

A. Establishment and Experience

This section shall describe all the relevant experience of the Supplier on the basis of the areas of expertise in which advice may be required, as described in detail under the Terms of Reference. In particular, please provide explain:

1. Company profile, including printed brochures and product catalogues relevant to the services being procured, information on number of years in operation, country of incorporation, and types of activities undertaken.
2. General organizational capability which is likely to affect implementation.
3. Relevance of specialized knowledge and experience on similar engagements done in the region/country within past 3 years; to be substantiated with copies of prior contracts, or contactable references and details of project size/scope, where possible.
4. Experience working with other Inter-Governmental Organizations such as the World Bank and the United Nations
5. Human resources planned to be assigned to this Contract (including CVs, certifications and qualifications of team members).

Format for CV of Proposed Key Personnel

| | |
|--|--|
| Name of Personnel | [Insert] |
| Position for this assignment | [Insert] |
| Nationality | [Insert] |
| Language proficiency | [Insert] |
| Education/Qualifications | <i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> |
| License to practice in the [INSERT COUNTRY NAME], | [Insert] |
| Professional certifications | <i>[Provide details of admission to practice, including qualification to appear before relevant courts. Attach proof of admission (this is a mandatory requirement)]</i> |
| Professional certifications | <i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i> |
| Professional certifications | <ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert] |

| | | |
|--------------------------------------|---|--------------------------|
| Employment Record/ Experience | <i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i> | |
| | [Insert] | |
| References | <i>[Provide names, addresses, phone and email contact information for two (2) references]</i> | |
| | Reference 1: [Insert] | Reference 2: [Insert] |

B. Methodology

The Bidder shall describe how it plans to address requests for legal advice and assistance submitted by the IDLO Office of the General Counsel, in particular indicating:

1. Expected time for first response and production of final advice;
2. Explanation of how the legal advice will be produced (e.g. allocation of time between senior and junior lawyers; how the team will be composed and whether it will vary on the basis of the assignment; whether one attorney appointed as primary counsel);
3. How the work will be billed and whether any services are performed by the firm on a pro-bono basis (Do not include any proposed fee amount in this section. The financial proposal must be separated from the technical proposal)

C. Reporting

1. Please explain progress reporting.



ANNEX F2- FINANCIAL PROPOSAL

The Bidder is requested to prepare the Financial Proposal/Price Schedule as a separate envelope from the rest of the RFP response as indicated in the Instructions to Bidders.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

The format shown in the below table should be used while preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

| | Description | Unit Price – Hourly rate (Prices, quoted in specify currency inclusive of all applicable taxes) in Kyrgyz Som |
|---------------|----------------------------|---|
| 1 | Partner | |
| 2 | Senior Lawyer/Associate | |
| 3 | Mid-level Lawyer/Associate | |
| 4 | Junior Lawyer/Associate | |
| 5 | Legal Translator | |
| Total: | | |

ANNEX G
IDLO SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of Services. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of Services.

| | |
|--|--|
| Place of delivery | IDLO Headquarters in Rome and IDLO Kyrgyzstan |
| Delivery date | <p>The Framework Agreement will be signed for a period of up to 12 months. IDLO is not obliged to use the services provided by the Supplier.</p> <p>IDLO will review the quality of services and deliverables after 12 months of provision of services. Subject to satisfactory performance and agreement by both parties the Framework Agreement may be extended for 24 months. The overall duration of the contract will not exceed 5 years.</p> <p>The prices will remain unchanged during the period of contract implementation.</p> |
| Payment terms | IDLO will process payment within 30 days after satisfactory provision of services and upon receipt of the complete and correct invoice by the service provider. |
| Confidentiality and Non-Disclosure Agreement | Each individual performing the Services for IDLO shall sign the Confidentiality and Non-Disclosure Agreement provided by IDLO. |

ANNEX H
IDLO GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF SERVICES
AND
IDLO SUPPLIER CODE OF CONDUCT

Any proposal submission will imply the unconditional acceptance of IDLO General Terms and Conditions for Services and adherence to the Supplier Code of Conduct.

The documents are available on IDLO Procurement Website:

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_august_2020.pdf

<https://www.idlo.int/sites/default/files/documents/idlo-supplier-code-of-conduct.pdf>