

INTERNATIONAL DEVELOPMENT LAW ORGANIZATION
Request For Proposal

Reference: RFP No. **N_87-2023/UKR/RFP**

Date: **October 12, 2023**

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly requests your Company/Organization to submit a Proposal for establishing a **Framework Agreement for Services Provision of Legal Counsel**. The full requirement is described in Annex C.

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

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

Proposal 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 Bidder 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. | Bidder's Proposal | Annex F |
| 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 **Clarification RFP NO. N_87-2023/UKR/RFP** in the subject section of your email.

Deadline for Submission of Proposals: On or before

Date: **November 3, 2023**

Time: **15:00 hours Rome, Italy local time.**

Thank you and we look forward to receiving your quotation.

Sincerely yours,
International Development Law Organization | IDLO
Ukraine Country Office

ANNEX A
INSTRUCTIONS TO BIDDERS

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| 1. General Considerations | <p>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.</p> <p>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.</p> |
| 2. Cost of the Proposal | <p>The Bidder shall bear all costs associated with the preparation and submission of the Proposal.</p> <p>IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.</p> |
| 3. Currency of Proposals | <p>Proposals shall be nominated exclusively in EUR.</p> <p><i>Note: the unit prices should be fixed in EUR . However, the payment should be performed in the local currency (UAH) as per the exchange rate of the National Bank of Ukraine on the date of the invoice issuance.</i></p> |
| 4. Language of the Proposal | <p>The Proposal and all correspondence and documents relating to the Proposal exchanged by the Bidder and IDLO shall be written in the English language.</p> |
| 5. Deadline for Submissions of Proposals | <p>The Proposal shall be addressed to IDLO on or before Date: November 3, 2023 Time: 15:00 hours Rome, Italy local time.</p> <p><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></p> |
| 6. Delivery Term and Place | <p>Services are to be provided to: IDLO Country of operation under the Framework Agreement by placing work order for service requirement.</p> |
| 7. Documents comprising the Bidder's Proposal | <p>The Proposal shall comprise the following components:</p> <ol style="list-style-type: none"> 1. Proposal Submission Form (see Annex D); 2. Bidder Information Form (see Annex E) 3. Bidder's Proposal divided into: <ol style="list-style-type: none"> a. Technical Proposal (see Annex F1) b. Financial Proposal /Price Schedule (see Annex F2) |
| 8. Contents of solicitation documents | <p>Proposals must offer services for the total requirement, unless specified otherwise in this RFP.</p> |

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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> |
| <p>9. Clarification of solicitation documents</p> | <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>Please mention Clarification RFP No. N_87-2023/UKR/RFP in the subject section of your email.</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> |
| <p>10. Amendments of solicitation documents</p> | <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> |
| <p>11. Technical Proposal</p> | <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 the following e-mail address: tenders@idlo.int</p> |



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| | <p>with the Subject: “Technical Proposal for RFP No. N_87-2023/UKR/RFP”</p> <p>and with the Subject: “Price Proposal for RFP No. N_87-2023/UKR/RFP”</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 (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ol 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 places where business transpires, with or without notice to the Bidder; f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract. |

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| <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 out of the maximum obtainable 700 points.</p> <p>The evaluation will be conducted based on the cumulative analysis method, according to which the Technical and Financial Proposals have pre-assigned weights and pre-assigned maximum number of points:</p> <ul style="list-style-type: none"> - Technical Proposal -70%, - 700 points maximum, - Financial Proposal - 30%, - 300 points maximum. <p>Technical Evaluation</p> <p>The technical Proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) as per the evaluation criteria below. The maximum number of the obtainable points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.</p> <p>Financial Evaluation</p> <p>In the second stage, the Financial Proposals of all Bidders who attained a minimum of 490 points in the Technical Evaluation stage will be reviewed. The 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:</p> <p>Financial Proposal score = (Lowest Price / Price under consideration) x 300.</p> |



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| 29. Right to Vary Requirements at the time of the Award | <input checked="" type="checkbox"/> N/A for Framework Agreement |
| 30. Contract Award | The contract will be awarded to the Proposal with the highest combined score obtained during the Technical and Financial Evaluations. |
| 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. 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. |
| 33. Payment Terms | IDLO will make payment within 30 days after satisfactory receipt of all goods and upon submission of the invoice by the Supplier. |
| 34. 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. |
| 35. Liquidated Damages | <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Yes - For late delivery of <u>Services</u>, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 18 of the General Terms and Conditions. If the Contractor fails to perform the requested Services within the time period specified and as stipulated in the terms and conditions of the Contract, IDLO may, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day delay in the provision and completion of the Services. |
| 36. Partial Bid | <input checked="" type="checkbox"/> Not permitted (All or Nothing) |

**ANNEX B
TECHNICAL EVALUATION CRITERIA**

Allocated Weights and Points

| Summary of Technical Proposal | | Score Weight | Points Obtainable | Bidder A | Bidder B |
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| 1 | Establishment and experience | 50% | 350 | | |
| | Demonstration of the professional experience and human and other capacities to provide quality services as prescribed in the assignment. | | | | |
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| 2 | Experience, Capacities, and Methodology | 25% | 175 | | |
| | Explanation of the proposed methodology for producing the expected results of the assignment, the methodology for various sections/stages, list of deliverables, and timeline and budget. | | | | |
| | The proposed methodology takes into account the assessment of the possible difficulties to be encountered - The inclusion of mitigation actions to address identified risks, in order to develop effective and appropriate solutions, i.e. explanation how the Bidder will cope with multiple contracts/projects/assignments run in parallel with IDLO's. | | | | |
| | The proposed methodology provides information on quality assurance system for the Contract/Framework Agreement. | | | | |
| | Adequacy of the extent to which the proposed methodological approach and work plan appear relevant, meaningful, feasible, and meet the requirements prescribed in the assignment | | | | |
| | The overall quality of the proposed engagement, service management, and participatory approach, as well as quality control for deliverables | | | | |
| | Structure of the proposal | | | | |
| Clarity and conciseness of the language used in the proposal | | | | | |
| Layout of the proposal including formatting | | | | | |
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| 3 | Reporting | 25% | 175 | | |

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| Transparency and adequacy of the applied billing system | | | | |
| 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

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, Armenia, the Bahamas, Burkina Faso, Honduras, Indonesia, Kenya, Kyrgyzstan, Jordan, Liberia, Mali, Mexico, Moldova, Mongolia, Myanmar, Niger, 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

The IDLO exercises its activities in Ukraine through its Country Office (CO) in Kyiv. CO is composed of the Country Manager, legal, IT, HR and national and international consultants who perform within the framework of projects of international technical assistance. Currently, in close collaboration with other partners, IDLO in Ukraine is implementing duly registered international technical assistance projects aimed at facilitating criminal justice, anti-corruption, and judicial administration reforms. All three include designing and carrying out open and merit-based competitions for high-level public offices as well as fair and transparent vetting of existing officials.

Due to the complex nature of the public sector reforms, including but not limited to recommending the disqualification of external candidates or dismissal of existing officials, a need for obtaining external legal counsel may arise. This would especially be the case in the context of litigation.

For this reason, as part of the implementation of international technical assistance projects, the CO is seeking legal counsel to be rendered from a well-established local law firm (hereinafter - the Supplier) to IDLO or entities carrying out reform activities and supported by IDLO. The scope of the counsel sought includes but is not limited to consulting in the context

of court proceedings, carrying out legal research and producing legal opinions, as well as facilitating formal communication with individuals and institutions.

Through this Request for Proposal, IDLO is procuring the above-mentioned legal services and law firms are encouraged to apply.

The Supplier shall provide services on a needs base, within the scope of services agreed.

C. Condition of Contract and Expected Output

IDLO seeks to establish one Framework Agreement with an able and qualified Supplier.

A Framework Agreement is a type of agreement with its terms and conditions under which procurement of goods or services can be affected 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 required as per Annex-C.

This Request for Proposal is for the **provision of External Legal Counsel**.

Pursuant to the request of the Country Manager or his designee, as often as deemed necessary by the Country Manager, the Supplier shall:

- Advise IDLO and designated entities with regard to legal issues arising out of the programmatic work in Ukraine
- Produce legal opinions, memoranda, analytical notes in Ukrainian and/or English concerning particular legal matters upon IDLO's request
- Carry out specific legal research on specific aspects of the Ukrainian legislation upon IDLO's request
- Assist IDLO with drafting letters to individuals, private and public institutions, including courts
- Provide IDLO with legal assistance against any litigation arising from its programmatic work in Ukraine
- Facilitate adequate legal representation / defense of the IDLO, its representatives and affiliates before the court of law
- Closely coordinate the litigation strategy and activities with the Office of the General Counsel of IDLO
- Produce and submit documents/ statements to the court upon IDLO's approval
- Provide the IDLO Country Manager with updates on the work performed
- Record the work by using detailed timesheets.

D. Institutional Arrangement

The Supplier shall report to the IDLO Country Manager and/or his designee.
The frequency of reporting may vary depending on the task.

E. Duration of the Work

The Work will be assigned on a need 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 Ukraine.

The tasks will be performed mainly at the Suppliers premises. The Supplier shall be available to attend meetings at the IDLO office in Ukraine and other locations within Ukraine 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 Ukraine and Rome, Italy.

G. Qualifications of the Successful Contractor/bidder.

All company/firm staff referenced in the Proposal shall have education and professional qualifications / experience consistent with their position. In particular, lawyers providing services under the Agreement must meet the following minimum requirements:

- Master's degree in law
- At least five years of practicing law in the relevant field of law including attorneys with courtroom experience
- Proven record of working in the fields of criminal, administrative, civil rights, and labour law
- Experience in representing international / public institutions
- Certificate of Attorney for lawyers immediately dealing with litigation issues.

The Supplier shall submit a Proposal with an indicative team of experts equipped with experience in the relevant fields, anticipated to provide the services in question under the Framework Agreement, consisting of, **at a minimum**, the following professional profiles

- one Senior Lawyer/Associate.
- two Lawyers/Associates.

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:

- Certificate of the law firm registration.
- Redacted writing samples.

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- Samples of documents, memoranda prepared during rendering similar services as described in section C.
 - CVs of the individuals with the required skills and copies of the certificates of attorney, proof of qualification to appear before the court of law.
 - Proof of malpractice or other insurance, if required under national law.

In addition, the Supplier shall have the following expertise:

- Sound knowledge of and experience with the legislation governing criminal and administrative proceedings, civil rights and labor relationships, the work of judiciary and other relevant aspects of the private and public laws of Ukraine
- Understanding of contractual arrangements and terms as used by international organizations
- Understanding of and ability to advise on the local legal practices and approaches to the aforementioned issues
- Very good command of English and Ukrainian, both spoken and written, and
- Ability to address all matters in a quality, discreet, ethical, and confidential manner.

IDLO encourages the submission of any document demonstrating previous experience in assisting intergovernmental organizations or diplomatic missions in Ukraine, especially on matters of the administrative procedural law.

H. Scope of Tender Price and Schedule of Payments

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

The rates and prices shall 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 each 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., 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 the 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**

Delete before submission - Note: This is a sample, please edit as appropriate to context

| | | | |
|---|---|--------------|-------------|
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFP reference: | N_87-2023/UKR/RFP | | |
| 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 | | |
| 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] | | |
| Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (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 Incorporation/ Business Registration; ▪ Copy of ID or Passport of company signatory/ies. ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder; ▪ Proof of the law firm's proper registration; ▪ Depersonalized samples of documents, memoranda prepared during rendering similar services as described in section C; ▪ Redacted writing samples; | | |

- Resumes of the individuals with the required skills and copies of the certificates of attorney, proof of qualification to appear before the court of law;
- Certificate of Attorney for lawyers immediately dealing with litigation issues;
- Proof of malpractice or other insurance, if required under national law;
- Minimum two (2) copies of contracts of similar value, nature and complexity implemented over the last three (3) years as evidence of the company's experience in delivering the requested services;
- Minimum two (2) Reference Letters from Inter-Governmental/National/International Organizations or Foreign Diplomatic Missions in Ukraine with contactable domain email addresses for verification;
- Audited financial statements (balance sheets, including all related notes, and income statements) and/or bank statements for the last 3 years;
- Copy of Company/firm profile.

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 goods and/or 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: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
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
4. Experience working with other Inter-Governmental Organizations such as the World Bank and the United Nations and/or International Non-Governmental Organizations
5. Project resources planned to be assigned to this Contract (including CVs, certifications and qualifications of team members). Any new resources be recruited after award of contract?

Format for CV of Proposed Key Personnel

| | |
|--------------------------------------|--|
| Name of Personnel | [Insert] |
| Position for this assignment | [Insert] |
| Nationality | [Insert] |
| Language proficiency | [Insert] |
| Education/ Qualifications | <p><i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i></p> <p>[Insert]</p> |
| Professional certifications | <p><i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i></p> <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 Ukraine Country Office, 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.

IDLO is registered in Ukraine as an implementer of international technical assistance project and is free of VAT obligations. This means that the price in the quotation must be indicated without VAT and any invoice submitted in the future must include the phrase «**No VAT**».

The unit prices are fixed in EUR . However, the payment will be performed in the local currency (UAH) as per the exchange rate of the National Bank of Ukraine on the date of the invoice issuance.

| Lots | Descriptions of the Tasks being done as per Annex-C. | Unit Price in EUR – Hourly rate |
|---------------------------------------|---|--|
| Lot 1 | Senior Lawyer / Attorney | |
| Lot 2 | Lawyer / Attorney | |
| Lot 3 | Lawyer / Attorney | |
| Tax % (If Any) | | |
| Total Of Hourly Unit Price EUR | | |

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 Ukraine Country Office, Kyiv |
| 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 Contractor.</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 12 months. The overall duration of the contract will not exceed 24 months.</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 receipt of all goods/ 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 GOODS OR SERVICES
AND
IDLO SUPPLIER CODE OF CONDUCT

Any bid submission will imply the unconditional acceptance of IDLO General Terms and Conditions for Goods and 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_goods_august_2020.pdf

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_feb_2022.pdf

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