

## REQUEST FOR PROPOSALS

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# LEGAL SERVICES TO SUPPORT GAIN'S OPERATIONS IN INDONESIA

Issued by

The Global Alliance for Improved Nutrition (GAIN) on 25 November 2024

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### TABLE OF CONTENTS

I. BACKGROUND	2
II. SCOPE OF WORK	3-5
III. INSTRUCTIONS FOR RESPONDING	6-7
IV. TERMS AND CONDITIONS OF THIS SOLICITATION	7-9

## **I. BACKGROUND AND PROJECT INFORMATION**

### **1. ABOUT GAIN**

The Global Alliance for Improved Nutrition (GAIN) is a Swiss-based foundation launched at the UN in 2002 to tackle the human suffering caused by malnutrition. Working with both governments and businesses, GAIN's mission is to advance nutrition outcomes by improving the consumption of nutritious and safe food for all people, especially those most vulnerable to malnutrition.

At GAIN, we work to understand and deliver specific solutions to the daily challenge of food insecurity faced by poor people. By understanding that there is no "one-size-fits-all" model, we develop alliances and build tailored programmes, using a variety of flexible models and approaches.

We build alliances between governments, local and global businesses, and civil society to deliver sustainable improvements at scale. We are part of a global network of partners working together to create sustainable solutions to malnutrition. Through alliances, we provide technical, financial and policy support to key participants in the food system. We use specific learning, evidence of impact, and results of projects and programmes to shape and influence the actions of others.

Headquartered in Geneva, Switzerland, GAIN has representative offices in the Netherlands, the United Kingdom, and the United States. In addition, we have country offices in Bangladesh, Benin, Ethiopia, India, Indonesia, Kenya, Mozambique, Nigeria, Pakistan, Indonesia, Tanzania and Uganda. Programmes and projects are carried out in a variety of other countries, particularly in Africa and Asia.

### **2. SCOPE OF WORK**

GAIN is registered in Indonesia pursuant to letter No. 17849/TI/09/2013/51 dated 2 September 2013 issued by the Directorate General of Multilateral of the Ministry of Foreign Affairs of the Republic of Indonesia. The principal license was renewed on 10th of October 2022 by the Directorat General of Information and Public Diplomacy of the Ministry of Foreign Affairs of the Republic of Indonesia No. 15383/AD/10/2022/60.

GAIN is looking to onboard a law firm with proven expertise in advising non-profit organisations in Indonesia with a double objective: (i) ensuring statutory compliance with local requirements to maintain a valid registration in country, this includes populating a compliance chart and proactively informing GAIN of any changes or updates in legislation which may have an impact on its operations; and (ii) providing GAIN with general legal advisory services, in particular in the field of contract law (including employment law) to support its operations in Indonesia. The candidate shall also be available to represent GAIN in court when required to do so by GAIN.

GAIN is looking for an efficient, proactive and professional law firm. As an international non-profit organization, GAIN is seeking a law firm accustomed to dealing with international clients in a cost-effective manner.

## **II. INSTRUCTIONS FOR RESPONDING**

This section addresses the process for responding to this solicitation. Applicants are encouraged to review this prior to completing their responses.

### **1. CONTACT**

Please direct all inquiries and other communications to the contact below. Responses will not be confidential except in cases where proprietary information is involved.

Emilie Gasnier, Senior Legal Counsel  
E-mail: [egasnier@gainhealth.org](mailto:egasnier@gainhealth.org)

### **2. BUDGET**

Applicants are required to provide GAIN with a detailed fee proposal, including the rates of the personnel working on GAIN's account.

### **3. DEADLINE**

Please submit your proposal before 11 December 2024, COB. The team shall be available for an in-person meeting in Jakarta between 13-17 January 2025, at a time to be determined.

### **4. RIGHTS OF REJECTION**

GAIN will interview different candidates and identify the suitable option at its sole discretion. GAIN reserves the right to reject any or all submissions or to cancel or withdraw this RFP for any reason and at its sole discretion without incurring any cost or liability for costs or damages incurred by any applicant, including, without limitation, any expenses incurred in the preparation of the submission. The applicant acknowledges and agrees that GAIN will not indemnify the applicant for any costs, expenses, payments or damages directly or indirectly linked to the preparation of the submission.

### **5. REFERENCES**

GAIN reserves the right to require the applicant to submit such evidence of qualifications as it may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the applicant.

## **III. TERMS AND CONDITIONS OF THIS SOLICITATION**

### **1. NOTICE OF NON-BINDING SOLICITATION**

GAIN reserves the right to reject any and all proposals received in response to this solicitation and is in no way bound to accept any proposal. GAIN additionally reserves the right to negotiate the

substance of the successful applicants' proposals, as well as the option of accepting partial components of a proposal if deemed appropriate.

## **2. CONFIDENTIALITY**

All information provided as part of this solicitation is considered confidential. In the event that any information is inappropriately released, GAIN will seek appropriate remedies as allowed. Proposals, discussions, and all information received in response to this solicitation will be held as strictly confidential.

## **3. RIGHT TO FINAL NEGOTIATIONS ON THE PROPOSAL**

GAIN reserves the right to negotiate on the final costs, and the final scope of work of the proposal. GAIN reserves the right to limit or include third parties at GAIN's sole and full discretion in such negotiations.

## **4. EVALUATION CRITERIA**

Interviewees are required to present themselves and their firm and provide track record of their expertise working in the non-profit sector. GAIN is interested in understanding who will work on the GAIN account and how is the work dispatched. Presentations during the in-person meeting shall include the below, and shall be followed by any further written documentation requested by GAIN during the in-person meeting:

- Understanding of the scope of work
- Rates of the personnel working on GAIN's account.
- The team members working on this project shall have the relevant qualifications and overall experience required to successfully implement the project.
- Roles and responsibilities of each team member shall be clearly defined. GAIN shall have one main contact person clearly identified in the proposal.
- Expertise in the non-profit sector
- English levels will be tested

**GAIN reserves the right to contact the individuals and contractor(s) in order to verify the information provided as part of the Proposal.**

## **5. LIMITATIONS WITH REGARD TO THIRD PARTIES**

GAIN does not represent, warrant, or act as agent for any third party as a result of this solicitation. This solicitation does not authorize any third party to bind or commit GAIN in any way without GAIN's express written consent.

## **6. COMMUNICATION**

All communication regarding this solicitation shall be directed to appropriate parties at GAIN. Contacting third parties involved in the RFP, the review panel, or any other party may be considered a conflict of interest and could result in disqualification of the proposal.

## **7. FINAL ACCEPTANCE**

Award of a proposal does not imply acceptance of its terms and conditions. GAIN reserves the right to negotiate on the final terms and conditions including the costs and the scope of work when negotiating the final contract to be agreed between GAIN and the applicant.

## **8. VALIDITY PERIOD**

The offer of services will remain valid for a period of 60 days after the meeting. In the event of award, the successful applicant will be expected to enter into a contract with GAIN.

## **9. INTELLECTUAL PROPERTY**

Subject to the terms of the contract to be concluded between GAIN and the applicant, the ownership of the intellectual property related to the scope of work of the contract and developed by the applicant in performance of the contract will vest entirely with GAIN.

## **10. SCOPE OF CHANGE**

Once the contract is signed, no increase in the liability of GAIN or in the fees to be paid by GAIN for the services resulting from any change, modification or interpretation of the documents will be authorised or paid to the applicant unless such change, modification or interpretation has received the express prior written approval of GAIN.