

INDONESIA
INFORMATION INFRASTRUCTURE DEVELOPMENT PROJECT
LOAN IBRD No. 4244-IND

TECHNICAL ASSISTANCE FOR
INSTITUTIONAL DEVELOPMENT AND DETAILED
ACTION PLAN WITHIN DG CPT

REQUEST FOR PROPOSAL
RFP No : H.016/P/F/L/XII/HCPM/98

SECTION 1. REQUEST FOR PROPOSAL

Jakarta, Nov.. 1998

Dear [Name of Consultant] :

The Republic of Indonesia has received a loan or credit from the International Bank for Reconstruction and Development (IBRD) toward the cost of **Information Infrastructure Development Project (IIDP)** and intends to apply a portion of this loan to eligible payments under this Contract.

Directorat General of Copyrights, Patents and Trademarks (DG CPT) now invites Proposals to provide the following Consulting Services : the enhancement of the intellectual property administration in Indonesia which is implemented by the DG CPT through strengthening the Intellectual Property Rights (IPR) system modernizing its administration. More details on the Services are provided in attachment Term of Reference.

The RFP has been addressed to the following shortlisted consultants :

1. **RES International Inc. (Canada)**
600-100 Sparks Street
Ottawa, Canada
2. **SMEC International Pty. Ltd (Australia)**
NHB Building 2nd Floor
Jl. Melawai Raya No. 14 Kebayoran Baru
Jakarta 12160

3. **DIMHART & Associates (Indonesia)**
Gedung Menara Kadin Indonesia Lt. 11
Jl. HR. Rasuna Said Blok X-5 Kav. 2-3
Jakarta 12950

4. **OSANA International Inc. (USA)**
Jl. Heulang No.4, Tanah Sereal
Bogor 16161

5. **PT. Teknikaraya Multikarsa (Indonesia)**
Jl. Prapanca Raya No. 22
Jakarta Selatan 12160

A firm will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFP.

The RFP includes the following documents :

Section 1 - Request For Proposal

Section 2 - Information to Consultants

Section 3 - Technical Proposal Forms

Section 4 - Financial Proposal Forms

Section 5 - Terms of Reference

Section 6 - Forms of Contract

Please inform us, upon receipt : that you received the letter of invitation; and whether you will submit a proposal alone or in association.

Yours sincerely

Procurement Committee Chairman

For Development of Legal Service Facility

DG CPT

HASAN BASRI

NTP. 040018424

SECTION 2. INFORMATION TO CONSULTANTS

1. INTRODUCTION

- 1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet and detailed in the edition of the Guidelines given in the Data Sheet.
- 1.2 The consultants are invited to submit a technical proposal and a financial proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately signature of a contract with the selected firm.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Client
- 1.4 You must familiarize yourself with local conditions and take them into account in preparing your Proposal. To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attendance to the pre-proposal conference is optional. Your representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Please ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7 Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants. In particular, a firm which has been engaged by the Borrower to provide consulting services for a project, and any of its affiliates, shall be disqualified from providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier services) for the

same project. Any previous or ongoing participation in relation to the assignment by the firm, its professional staff, or its affiliates or associates under a contract with the World Bank may result in rejection of Proposal. Consultants should clarify their situation in that respect with the Client before preparing the Proposal.

1.8 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as consultants under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Bank :

(a) defines, for the purposes of this provision, the terms set forth below as follows :

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the Borrower of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question,

(c) will cancel the portion of the loan allocated to the firm's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Borrower or of a beneficiary of the loan during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract; and

(e) will have the right to require that, in contract financed by a Bank loan, a provision be included requiring consultants to permit the Bank to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Bank.

- 1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with the above sub para 1.8 (d).
- 1.10 Consultants shall furnish information as described in the financial proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to contract execution if the firm is awarded the contract.
- 1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. DOCUMENTS COMPRISING THE RFP

- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by papermail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response to all invited consultants who intend to submit proposals.
- 2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. The amendment will be sent in writing by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

- 3.1 Consultants are requested to submit a Technical and a Financial Proposal in separate envelopes. Your proposal must be written in the language(s) specified in the Data Sheet.

Technical Proposal

- 3.2 In preparing the technical proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the technical proposal, consultants must give particular attention to the following :

- (i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture relationship or sub consultant, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. The consultants are encouraged to enter into a joint venture with or subcontract part of the Assignment to national consultants.
- (ii) The Data Sheet shows the estimated number of professional staff-months⁴ required for the Assignment. However, the Proposal should be based on the number of professional staff-months estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm *or* have an extended and stable working relation with it.
- (iv) Proposed professional staff must have at least the experience indicated in the Data Sheet, preferably under conditions similar to those prevailing in the country of the Assignment.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the national language.

3.4 The technical proposal should provide the following information using the Standard Forms Section 3, when available :

- (i) A brief description of the firm's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, services and facilities to be provided by the Client (-Section 3C), and a description of the methodology (work plan) by which the firm propose to execute the services, illustrated, as appropriate, with bar charts of activities and graphics, or the Program

⁴ In the case of Fixed Budget Selection, replace this 3.3 (ii) by "The Data Sheet shows the available budget for the assignment. The financial proposal shall not exceed the available budget."

Evaluation Review Technique (PERT) type. (Section 3D).

- (iii) The composition of the proposed staff team, the tasks that would be assigned to each staff team member, and their timing.
- (iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3E). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.
- (v) Estimates of the total staff effort (professional and support staff, staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key staff team member. (Sections 3F, 3G, 3H).
- (vi) If the Data Sheet specifies training as a major component of the Assignment, a detailed description of the proposed methodology, staffing, monitoring.
- (vii) Any additional information requested in the Data Sheet.

3.5 The technical proposal shall not include any financial information.

Financial Proposal

- 3.6 In preparing the financial proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The financial proposal should follow the Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursable such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and if appropriate into foreign and local expenditures.
- 3.7 The financial proposal should clearly identify, as a separate amount, the local taxes (other than the income taxes levied on the personnel which should be included in the remuneration rates) that will be levied on the cost of the services, in accordance with or unless the Data Sheet specifies otherwise.

- 3.8 Costs must be expressed, and will be paid, in the currency(ies) indicated in the Data Sheet. The consultants may select no more than three foreign currencies and the local currency.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the Assignment will be specified in the financial proposal submission form (para. 1.10).
- 3.10 The Data Sheet shows for how many days after the submission date the proposals must remain valid. During this period, you are expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Proposal validity period is extended, the consultants have the right not to maintain their Proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 4.1 The original Proposal (technical proposal and financial proposal see para 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 4.2 An authorized representative of the firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.3 For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Each technical proposal and financial proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 4.4 The original and all copies of the technical proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" and the original and all copies of the financial proposal in a sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer sealed envelope bearing the submission address and other information indicated in the Data Sheet and clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."
- 4.5 The completed technical and financial proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.

- 4.6 The technical proposal shall be opened immediately by a committee of officials, after the closing time for submission of proposals. The financial proposal shall remain sealed and deposited with a respectable public auditor or independent authority until they are opened publicly.

5. PROPOSAL EVALUATION

General

- 5.1 Consultants shall not contact the Client on any matter relating to their Proposal from the time of the opening of the technical proposal to the time the contract is awarded. If a firm wishes to bring additional information to the notice of the client, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the consultant's Proposal.
- 5.2 Evaluators of technical proposals shall have no access to the financial proposals until the technical evaluation, including any Bank reviews and no objection, is concluded.

Evaluation of Technical Proposals

- 5.3 The individual member of the evaluation committee appointed by the Client will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal to be considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. The Client shall notify consultants of the rejection of their technical proposal indicating that their financial proposals if any, will be returned unopened after completing the selection process.

Public Opening and Evaluation of Financial Proposals

- 5.4 The Client shall notify in writing the consultants that passed the minimum technical score, and indicate the date, and time, and address indicated in the Data Sheet, for opening the financial proposals. The opening date shall not be sooner than 14 calendar days after the notification date. The notification may be sent by registered letter, cable telex, facsimile, or electronic mail.

- 5.5 On opening the financial proposals in public (i.e., in the presence of the consultants who have elected to attend), the Client will announce the names of the consultants, the technical scores, and the amounts of their financial proposals. The Client will keep a register of representatives attending the meeting and prepare minutes of the public opening.
- 5.6 The evaluation committee will determine whether the financial proposals are complete, (i.e., whether they have costed all items of the corresponding technical proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the common currency specified in the Data Sheet. The official selling rates used, to be provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude local taxes, with the exception of taxes on personal income (para. 3.7).
- 5.7 In case of QCBS, the lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other financial proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sn) scores using the weights (T= the weight given to the technical proposal; P = the weight given to the financial proposal; T + P = 1) indicated in the Data Sheet : $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical/ financial score will be invited for negotiations.

6. NEGOTIATIONS

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the technical proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out agreed final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to optimizing the required outputs from the firm within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment
- 6.3 The financial negotiations will include a clarification of the firm's tax liability in the Client's country (if any), and how it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no

breakdown of fees) nor other proposed unit rates in the cases of QCBS, Fixed Budget Selection, and the Least-Cost selection method. For Other methods, the firm will provide the information on remuneration rates described in the Appendix to these information for consultants.

- 6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm that received the second highest score to contract negotiations.

7. AWARD OF CONTRACT

- 7.1 The contract will be awarded following negotiations with the successful firm. After negotiations are successfully completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the financial proposals of those consultants who did not pass the technical evaluation (para 5.3).
- 7.2 The firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the award of contract is notified to the successful firm.

9. CONFIRMATION OF RECEIPT

- 9.1 We would appreciate you informing us by telex/facsimile :
 - (i) your receipt of the letter of invitation
 - (ii) Whether or not you will submit a proposal
 - (iii) when submitting the proposal, the date and mode of shipment

DATA SHEET
Information to Consultants

Clause
Reference

1.1 The name of the Client is : Directorate General of Copyrights, Patents and Trademarks (DG CPT).

The method of selection is : Quality-Cost Based Selection (QCBS)

The Edition of the Guidelines is : January 1997, Revised September 1997

1.2 A technical and a financial proposals are requested : Yes

A technical proposal only is requested : No

The name : Institutional Development and Detail Action Plan within DG CPT

Objective : Formulating suitable Intellectual Property Administration System in Indonesia as DGCPT's duty and authority to face free trade and global market especially in ASEAN Region starting in 2003

Description of the
assignment

To provide technical assistance and Institutional Development support facilities so as to enhance the intellectual property administration in Indonesia which is implemented by the DG CPT through strengthening the Intellectual Property (IPR) system and modernizing its administration.

1.3 The Assignment is phased : No

1.4 A pre-proposal conference will be held : Yes

The name(s), address, and telephone/numbers of the Client's Official are :

Directorate General of Copy Rights, Patents and Trade Marks (DG CPT).

Jl. Daan Mogot Km. 24 Tangerang 15119 - Indonesia.

Phone : 62-21-5524992

62-21-55799149

Fax : 62-21-55799149

Contact Person : 1. Mrs. Priharniwati Soetomo

2. Mr. Azmi Dahlan

3. Mr. Arry Ardanta Sigit

- 1.5 The Client will provide the following inputs :
TOR's for Consultancy Services for Institutional Development and Detailed Action Plan within DG CPT.
- 1.11 The clauses on fraud and corruption in the contract are :
clause 2.6.1 (d) of the Lumpsum Remuneration Contract
- 2.2 The number of days before the submission date to request a clarification is :
21 days
The address for requesting clarification is :
Directorate General of Copy Rights, Patents and Trade Marks (DG CPT)
Department of Justice (Dep. Kehakiman)
Jl. Daan Mogot Km. 24 Tangerang 15119 - Indonesia
- Fax : 62-21-55799149
- 3.1 The language to submit proposals is : English and Indonesia
- 3.3 (i) Shortlisted firm/entity may associate with other Shortlisted firm : No
- (ii) The estimated number of professional staff months required for the assignment is :
35 MM
- (v) The minimum required experience of proposed staff are :
The key staff should have 10 years experience in Institutional Development especially and at least 5 years in working with Intellectual Property.
- (vii) Reports which are part of the assignment must be written in the following languages :
English and Indonesia
- 3.4 (vi) Training is an important feature of this Assignment : Yes
Develop and conduct the training of contemporary IP management development program for DGCPT management personnel and supervisory staff to improve their capabilities and ensure the implementation of institutional development program and automation system.
- (vii) Additional information in the technical proposal includes :
Letter of Recommendations
- 3.7 Taxes : in according with the latest Tax Regulations in Indonesia

- 3.8 Consultants to state local cost in the national currency : Yes
- 3.9. Proposals must remain valid 90 days after the submission date i.e. until : May 15, 1999
- 4.3 Consultants must submit an original and 3 (three) additional copies of each proposal :
Technical and Financial Proposal.
- 4.4 The information on the outer envelope is : Institutional Development

The proposal submission address is :

Procurement Committee Chairman for Development of Legal Services Facility, DG CPT
Jl. Daan Mogot Km 24, Tangerang 15119 - Indonesia.

- 4.5 Proposals must be submitted no later than the following date and time :
February 15, 1999 at 11.00 WIB
- 5.1 The address to bring information to the Client is :

Procurement Committee Chairman for Development of Legal services Facility, DG CPT
Jl. Daan Mogot Km 24, Tangerang 15119 - Indonesia.

- 5.3 The points given to evaluation criteria are :

	Points
(i) Specific experience of the lead consultant related to the Assignment	25
(ii) Adequacy of the proposed work plan and methodology in responding to the TOR	10
(iii) Qualifications and competence of the key staff for the Assignment Consist of :	60
(a) General qualifications	10
(b) Adequacy for the project	45
(c) Experience in region & language	5
(iv) Suitability of the transfer of knowledge program (training)	5

Total Points : 100

The minimum passing technical score is : 70

5.5 The date, time, and address of the technical proposal opening are :
February 15, 1999 12.00 WIB at DG CPT office
Jl. Daan Mogot Km.24, Tangerang 15119 - Indonesia

5.7 The common currency for price conversions is :
1 US \$ = Rp 5.000,-

The date of exchange rate is : October, 20, 1998

The source of official selling rates is : Circular Letter of Directorate General Budgeting.
No.SE-146/A/71/1098.

The formula for determining the financial scores is the following :
[Either $S_f = 100 \times F_m/F$, in which S_f is the financial score and F the price of the proposal
under consideration]

5.8 The weights given to the technical and financial proposals are :

$T = 0.85$

$P = 0.15$

6.1 The address for negotiation is :
DG CPT Office
Jl. Daan Mogot Km.24, Tangerang 15119 - Indonesia.

7.2 The assignment is expected to commence on :
May 1, 1999
at Jakarta, Indonesia

Sincerely,
Procurement Committee Chairman
For Development of Legal Service Facility
DG CPT

HASAN BASRI

NIP. 040018424

Attachment :

1. TORs
2. Draft Form of Contract
3. Appendix 1 (format for Technical Proposals)
3. Appendix 2 (format for Financial Proposals)

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

- 3A. Technical Proposal submission form.
- 3B. Firm's references.
- 3C. Firm's comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.
- 3D. Approach paper on methodology and work plan for performing the assignment.
- 3E. Composition of the team and task(s) of each team member.
- 3F. Curricula Vitae of proposed professional staff.
- 3G. Time Schedule for professional personnel.
- 3H. Activity (Work) Schedule

3.A. TECHNICAL PROPOSAL SUBMISSION FORM

Jakarta,

To : Procurement Committee Chairman for Development
of Legal Services Facility, DGCPT
Jl. Daan Mogot Km.24 Tangerang 15119 - Indonesia

Ladies/Gentlemen :

We the undersigned offer to provide the consulting services for Institutional Development and Detail Action Plan within DG CPT in accordance with your Request for Proposal dated, and our Proposal. We are hereby submitting our Proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal i.e. before we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any proposal you receive

We remain.

Yours sincerely,

Authorized Signature :
Name and Title of Signatory :
Name of Firm :
Address :

3B. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualification

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name :		Country :
Location within Country :		Professional Staff Provided by Your Firm/entity (profiles) :
Name of Client :		No of Staff :
Address :		No. Of Staff-Months; duration of assignment :
Starting Date (Month/Year) :	Completion Date (Month/Year) :	Approx. Value of Services (in current US\$) :
Name of Associated Consultants, if any :		No. Of Months of Professional Staff Provided by Associated Consultants :
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed :		
Narrative Description of Project :		
Description of Actual Services Provided by Your Staff :		

Firm's name : _____

3D. APPROACH PAPER ON METHODOLOGY AND WORK PLAN
FOR PERFORMING THE ASSIGNMENT

3E. COMPOSITION OF THE TEAM (PERSONNEL), AND TASK(S) OF EACH TEAM MEMBER

1. Technical/Managerial Staff :

Name	Position	Task

2. Supporting Staff :

Name	Position	Task

**3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL STAFF**

Proposed Position :

Name of Firm :

Name of Staff :

Profession :

Date of Birth :

Years with Firm/entity : Nationality

Membership in Professional Societies :

Detailed Tasks Assigned :

.....

Key Qualifications :

[Give an outline on staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page]

Education :

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degree obtained. Use about one quarter of a page]

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)												Number of Months	
			1	2	3	4	5	6	7	8	9	10	11	12		
																Subtotal (1)
																Subtotal (2)
																Subtotal (3)
																Subtotal (4)

Full-time : _____
 Reports Due : _____
 Activities Duration : _____

Part-time : _____

Signature _____
 (Authorized Representative)
 Full Name : _____
 Title : _____
 Address : _____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items

	<i>[1st, 2nd, etc. are months from the start of assignment]</i>											
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
Activity (Work)												

B. Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final report	

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

- 4A. Financial proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.
- 4D. Breakdown of remuneration per activity
- 4E. Reimbursables per activity
- 4F. Miscellaneous expenses.

4.A. FINANCIAL PROPOSAL SUBMISSION FORM

Jakarta,, 1998

To : Procurement Committee Chairman for
Development of Legal Services Facility, DGCPT
Jl. Daan Mogot Km.24 Tangerang 15119 - Indonesia

Ladies/Gentlemen :

We, the undersigned, offer to provide the consulting services for the enhancement of the Intellectual Property Administration System in Indonesia which is implemented by DG CPT in accordance with your Request for Proposal dated, and our Proposal (technical and financial proposals). Our attached financial proposal is for the sum of [Amount in words and figures]. This amount is exclusive of the local taxes which we have estimated at [Amount(s) in words and figures].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e.,

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and contract execution, if we are awarded the contract, are listed below :

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
-------------------------------	------------------------	--------------------------------------

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

We remain.

Yours sincerely,

Authorized Signature :

Name and Title of Signatory :

Name of Firm :

Address :

4B. SUMMARY OF COSTS

Costs	Currency (ies) ¹²	Amount (\$)
Subtotal		
Local Taxes		
Total Amount of Financial Proposal		

¹² Maximum of three currencies plus the local currency

4C. BREAKDOWN OF PRICE PER ACTIVITY

Activity No : _____	Activity No : _____	Description : _____
Price Component	Currency (ies)	Amount (\$)
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		

4D. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No : _____		Name : _____		
Names	Position	Input ¹³	Remuneration Currency (ies) Rate	Amount
Regular staff				
Local staff				
Consultants				
Grand Total				

¹³ Staff months, days, or hour as appropriate

4E. REIMBURSABLES PER ACTIVITY

Activity No: _____ Name: _____

No.	Description	Unit	Quantity	Unit Price In	Total Amount in
1.	International Flights	Trip			
2.	Miscellaneous travel expenses	Trip			
3.	Subsistence allowance	day			
4.	Local transportation costs ¹⁴				
5.	Office rent/accommodation/clerical assistance				
	Grand Total				

¹⁴ Local transportation costs are not included if local transportation is being made available by the Client. Similarly, in the Project site, office rent/accommodations/clerical assistance costs are not be included if being made available by the Client

4F. MISCELLANEOUS EXPENSES

Activity No. : _____		Activity Name : _____			
No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs between _____ _____ and _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment : vehicles, computers, etc.				
4.	Software				
	Grand Total				-----

SECTION 5. TERMS OF REFERENCE

**TERMS OF REFERENCE (TOR)
FOR
CONSULTANCY SERVICES
FOR
INSTITUTIONAL DEVELOPMENT AND DETAIL ACTION PLAN
WITHIN DGCPT**

1. INTRODUCTION

The Government of Indonesia (GOI) has received a loan from the World Bank (IBRD Loan No.4244-IND) to finance the **Information Infrastructure Development Project (IIDP)** which encourages national plan for information technology to support protection in the field of Intellectual Property. The Directorate General of Copyrights, Patents and Trademarks (DGCPT), Department of Justice (DOJ) will be the Implementing Agency for one part of the project and seeks to appoint a consultant firm to assist in project implementation.

IIDP would include the following parts :

- Part A : Improving the Legal and Regulatory Framework
- Part B : Expanding the Science and Technology Networks
- Part C : Expanding Communication and Information Networks
- Part D : Technical Assistance and Training Program
- Part E : Project Management

Under Part A : Improving the Legal and Regulatory Framework, includes strengthening the institutional capacity of DGCPT. The main activities of strengthening the institutional capacity of DGCPT are :

- DGCPT's Automation Plan and the Strengthening of National Intellectual Property Network System Development (AP).
- DGCPT's Institutional Development and Detail Action Plan (ID).
- Procurement of Automation and Network Equipment.

A firm may participate in the tender of either ID or AP but not both. The winning firm of the ID assignment shall be precluded from participating in any downstream activities resulting from the project, e.g. the supply of hardware or software.

Implementation schedule of the ID, AP and Procurement of Equipment is specified in **Annex A**.

2. BACKGROUND

Since joining World Trade Organization (WTO) in January 1995, GOI has been adopting its *Intellectual Property (IP) regime to the provision of the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS)*. Besides GOI has been a member of World Intellectual Property Organization (WIPO) Convention since 1979. Both WIPO and TRIPS imply the need of a proper and suitable national Intellectual Property administration system.

As a member of WIPO, GOI shall promote and enforce TRIPS and Berne Convention because both establish the protection of *Information Technology (IT) Applications as literary works*, usually under the purview of domestic copyright laws.

Law Development in general is recognized by GOI as distinct and key aspect of national development. This is reflected in 1993 State Policy Guidelines and Sixth Five-year Development Plan (REPELITA VI), which include, for the first time ever, a separate chapter describing Indonesia's law development objectives. The emergence of an increasingly open global economy and the rapid advances of science and technology required adjustment of the legal framework and institutions to ensure the gains of development. Key economic laws have been recently enacted such as Company Law (Law No. 1/1995), Capital Markets Law (Law No. 8/1995), Copyrights Law (Law No. 12/1997), Patents Law (Law No. 13/1997), Trademarks Law (Law No. 14/1997), Barring Law (Law No. 7/1992), Insurance Law (Law No. 2/1992), Telecommunication Law (Law No. 3/1989), Transportation Law (Law No. 14/1992), Commodity Exchange Law (Law No. 32/1997), the others are currently under preparation (*Integrated Circuits Topography, Undisclosed Information/Trade Secrets, Industrial Designs, Data Protection and Transmission, Consumer Protection alternative dispute Resolution Including Arbitration, etc.*)

The Directorate General of Copyrights, Patents and Trademarks (DG CPT) is an organization under Departement of Justice, established in 1988 by the Presidential Decree No. 32 and the main task of DG CPT among others are :

- To formulate technical policies in the field of Intellectual Property.
- Responsible for the implementation of the Law and Regulation in the field of Intellectual Property such as conducting registration examination, litigation of Copyright, Patent and Trademark application.
- To develop and maintain relationship with private and government sectors responsible in development of IP regime in implementing the task.

The administration and processing of registration examination, litigation on copyrights, patents and trademarks are predominantly manual execution. Consequently to a certain extent, they cause infringement complaints and delays of services. Meanwhile IPR aspect as stipulated in TRIPS Agreement is not covered in DGCPT's function such as industrial design, integrated circuit, trade secret etc. Furthermore DGCPT lacks qualified personnel and has limited budget.

Up to now the DG CPT has been supported only by government budget. So that it just fulfils a small part of the functions. Whereas DG CPT earns revenue from applications and registrations of copyrights, patents and trademarks. As DG CPT is not a self financing institution the revenue earned should be directly transferred to the Government Treasury. In respect with the proposed organization functions, one of them to be a self financing institution shall be able to use the revenue earned directly.

A proper IP system can only be realized where the availability of a sound regulation, is supported by a proper administration system and a strong institution. The organization of DGCPT shall be adjusted with global trade and information technology applied IP. Such a system is expected to support the long term development plan of DG CPT that is to ensure that the national intellectual property registration is effective in supporting the national economic, industrial and commercial development strategies and provides the basis for the proper protection of the Rights of Intellectual Property owners.

The existing organization structure of DGCPT is specified in **Annex B** and the proposed one is specified in **Annex C**.

The consultants may, however, suggest either changes to proposed organization or makes their own recommendations for a new organization, as long as complies with the rule and regulation.

To anticipate the global trade and the increasing volume of services, DGCPT shall strengthen its institution through adding and modernizing its administration system, automation, and enhancing the capability of its personnel. By this way it is expected that infringement complaints of copyrights, patents and trademarks may be minimized as illustrated in **Annex D**.

To formulate the proposed organization, modernization of administration system with automation, enhance the capability of the personnel and to be self financing institution, DGCPT will hire a consultant firm for Insitutional Development and Detail Action Plan.

3. CONSULTANCY SERVICES REQUIRED

a. Objectives of the Assignment

The objective of the technical assistance is the Institutional Development of DG CPT and preparation of an Action Plan to enhance DG CPT's capacity and authority to formulate a suitable Intellectual Property Administration System in Indonesia to face free trade and global markets in the ASEAN Region starting in year 2003.

The specific objectives of the technical assistance are as follows :

1. To propose a suitable self financing organization for DG CPT which would enable it to meet the demands of global trade and intellectual property.
2. To modernize and automatize the administration system for a one-gate policy.
3. To prepare a comprehensive and competent human resources development plan and training program and
4. To propose master plan and detailed implementation plans for the above.

b. Scope of Services

This project will strengthen DG CPT's institutional and human resources development which is in line with the needs of the GOI and the private sectors, including :

1. To compile and study the global IP issues and IP administrative systems in the ASEAN.
2. To identify and formulate Indonesian IP development especially high light activity of DG CPT.
3. To prepare strategic plan which describes stages of organization development.
4. To modernize the administration system with automation.
5. To prepare human resources development plan including training program.
6. To establish the standard operating procedure (SOP) of DG CPT Administration System with automation.
7. To propose masterplan and action plan of the implementation of the mentioned above.
8. To develop dissemination program of IP information as well as support management information system and international or national data exchange.
9. To convey information/inputs on organization, function and work procedures as well as personnel data within DG CPT to the separate consultant preparing the Automation Plan.

All the mentioned above shall be conducted based on the applicable laws and regulations in Indonesia.

c. Expertise Required

The Consultant is responsible for the provision of all professional advice necessary for the satisfactory completion of the various technical assistance tasks. Where appropriate team/individual expert is encouraged to undertake the assignment in association with suitably qualified Indonesian resources. The Consultant will appoint professional staff, sub professional staff and supporting staff of this technical assistant.

The expertise required should be incorporated in a team work led by a team leader. The following composition is suggested for the consultant team, however, the expert are free to suggest other arrangements depending on individual skills and abilities. Major division should be explained and justified. The following professionals are required to carry out the assignment :

- 1) Team Leader
- 2) International Trade Law Specialist
- 3) Institutional Development Specialist
- 4) Human Resources Development Specialist
- 5) Information Technology Specialist

The estimated number of professional staff required for the assignment is maximally 35 MM in seven (7) month period.

d. General Requirements of Key Staff :

1) Position : Team Leader

Qualification Required : *He/She should have university degree and have at least 10 years experience in Institutional Development and at least 5 years in working with Intellectual Property Administration System in Asia Region and not less than 5 years as Team Leader, have a good proficiency in English*

Duties are

- a) Team Leader should be responsible for providing direction to the team, preparing and monitoring a detailed implementation plan, supervising the performance of the team members and the quality of the consultancy services.
- b) Providing coordination of all the team members activities and close cooperation with the personnels of DG CPT, World Bank and related executing agencies of IIDP.
- c) Compiling available, appropriate data and information on Intellectual Property applicable in Indonesia prepared by the government as well as those ones based on international agreement.
- d) Making analysis and projection on the Intellectual Property System Development in Indonesia and its relation to the DG CPT.
- e) Preparing Reports on assignment as required in the contract by assistance of team members.
- f) Providing information to the hired consultant handling the development of DG CPT's Automation Plan and the Strengthening of National Intellectual Property Network System and Detail Action Plan.
- g) Preparing recommendation on DG CPT Institutional Development and Detail Action Plan.

2) Position : International Trade Law Specialist

Qualification Required : *He/She should have university degree in a relevant area (International Trade Law) and have at least 5 years experience in working with this area, and preferably have experience working in Asia area, have a good proficiency in English*

Duties are

- a) To study and elaborate all International Trade and Investment Documents, which especially concern with the Intellectual Property related to DG CPT.
- b) To study and elaborate Trading activities, especially International Trade in respect with the Intellectual Property performed by Indonesian Government.
- c) To make inventory of Indonesian Obligation concerning the Intellectual Property which has been defined by International Organization and Convention.
- d) Together with the other team members to assist the Team Leader in preparing reports on assignment.
- e) To assist the Team Leader in preparing the reports and recommendation on assignment as required in the contract.
- f) To report and be responsible for all activities performed in completing his/her task to the Team Leader.

3) Position : Institution Development Specialist

Qualification Required : *He/She should have a degree in relevant area (Institution/Organization) and have at least 10 years experience in working in this area. Fluent in English.*

Duties are :

- a) To study and elaborate all existing regulations and documents concerning the institutions and human resources development, related to the IP, implementation in home country.
- b) To identify and analyze issues on institutions, and assess the challenges faced by DG CPT.
- c) To prepare programs on institution development related to global trade and investment.
- d) To assist the Team Leader in providing information to the hired consultant handling the development of DG CPT's automation plan and the strengthening of the National IP Network system and Detail Action Plan.
- e) To assist the Team Leader in preparing the reports and recommendation on assignment as required in the contract.
- f) To report and be responsible for all activities performed in completing his/her task to the team leader.

4) Position : Human Resources Development Specialist

Qualification Required : *He/She should have a degree in relevant area (Human Resources) and have at least 5 years experience in working with this area. Fluent in English.*

Duties are :

- a) To study and elaborate the organization, task and functions of DG CPT.
- b) To assess the quantity, quality, appointment and load of works of the DG CPT's personnel.
- c) In cooperation with International Trade Law Specialist to assess the challenges faced by DG CPT
- d) To compile and analyze all issues related to the human resources development.
- e) In cooperation with other team member to develop training program.
- f) To assist the team leader in preparing the reports and recommendation on assignment as required in the contract.
- g) To report and be responsible for all activities performed in completion his/her task to the team leader.

5) Position : Information Technology Specialist

Qualification Required : *He/She should have a university degree in the discipline of Information Management/ Computer Science/ telecommunications or others concerning Information Technology, and have at least 10 year experience of assignment in respective projects in Asia, preferably in Asia countries, and have a good proficiency in English.*

Duties are :

- a) To study and elaborate documents and issues on Information Technology concerning DG CPT's functions.
- b) To compile and inventory data of Information Technology in Indonesia or in international scope.
- c) In cooperation with other team members to prepare inventory of Indonesian obligation concerning the Intellectual Property which has been defined by International Organization and Convention.
- d) To assist the Team Leader in preparing reports and recommendation on assignment as required in the contract.
- e) To report and be responsible for all activities performed in completing his/her task to the team leader

4. ASSIGNMENT AND DURATION OF SERVICES

The consultancy for Institutional Development of DG CPT and preparation of Action Plan is expected to require about thirty five (35) man months of expertise over a period of seven (7) months, but the consultants may make their own proposals.

5. REPORTING REQUIREMENT

The Consultant will submit reports to the Government of Indonesia and to the World Bank during the period of services. These reports should be airmailed or hand delivered to the Directorate General of Copyrights, Patents and Trademarks. All reports should be in English and Indonesian. The reports to be submitted are as follows :

1) Inception Report

This report should be submitted at the third week of the first month after the issuance of the *notice to proceed*. The report should provide the consultants preliminary estimation and analysis of the scope of consulting services to support the Institutional Development and detail Action Plan within DG CPT and should indicate work plans and the proposed schedule for the services which will be multiplied for twenty (20) copies (10 in English and 10 in Indonesian) and submitted to DG CPT five (5) copies of which (in English) should be forwarded to the World Bank.

2) Interim Report

This report should be submitted at the end of the third month after the issuance of the *notice to proceed*. The report contains a general description of DG CPT in the future, especially in facing the development of Intellectual Property all over the world and the development plan of human resources at DG CPT.

3) Draft Final Report

This report should be submitted at the end of the sixth month period after the issuance of the *notice to proceed*. Thirty (30) copies (15 in English and 15 in Indonesian) should be submitted to DG CPT, five (5) copies of which (in English) should be forwarded to the World Bank.

The report will describe inter alia :

- a) Description of Indonesian IP Development and Highlighted Activities of DGCPT related to Indonesian IP Development as well as preparation of Master Plan and Action Plan to strengthen DG CPT.
- b) Draft proposal on DG CPT's organization.
- c) Draft of Bussines Scheme to promote DGCPT to be a self financing agency.
- d) Draft Administration/Management System with Automation including its Standard Operation Procedure (SOP).
- e) Draft of HRD plan to enhance the capability of DGCPT personnel.
- f) Draft of dissemination program of those mentioned above.

4) Final Report

This report should be submitted two weeks before the end of the seven month period after the issuance of the notice to proceed. The final report should include all of the activities related to Institutional Development and Detail Action Plan within DG CPT including the review and the consultant's recommendation after discussed with DG CPT. An Executive Summary should also be included in the report. Thirty (30) copies (15 in English and 15 in Indonesian) should be submitted to DG CPT, five (5) copies of which (in English) should be forwarded to the World Bank.

6. GENERAL REMARKS

The Consultants will take into account to the followings :

- 1) The Consultants will recruit Indonesian administration staff for administration members and initial pays and allowances are according to the contract.
- 2) DG CPT will arrange the office space for the consultant, office equipment and furniture.
- 3) The consultants shall bear on his own expenses all the bills of telephone, fax, foto copy and other office's need.
- 4) The consultants will translate all documents relevant to the project.
- 5) DG CPT shall nominate a project team acting as counterparts of the consultant.

Jakarta,

Project Manager
For Development of Legal
Service Facility DG CPT

Procurement Committee Chairman
For Development of Legal
Service Facility DG CPT

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HASAN BASRI
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