

REQUEST FOR PROPOSALS

ITB Ref. No-UNDP/AFG/RFP/2016/0000001190

**PROVISION OF CONSULTANCY SERVICES FOR MONITORING AND
VERIFICATION OF LEGAL AID GRANT FACILITY (LAGF) ACTIVITIES BEING
IMPLEMENTED BY THE AFGHANISTAN INDEPENDENT BAR
ASSOCIATION (AIBA)**

UNDP

Afghanistan



United Nations Development Programme

February, 2017

Section 1. Letter of Invitation

Kabul
February 5, 2017

Provision of Consultancy Services for Monitoring and Verification of Legal Aid Grant Facility (LAGF) Activities Being Implemented by The Afghanistan Independent Bar Association (AIBA)

Dear Mr./Ms.:

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Proposal Security [not required]
- Section 9 – Form for Performance Security [not required]
- Section 10 – Form for Advanced Payment Guarantee [not allowed]
- Section 11 – Contract for Professional Services, including General Terms and Conditions
- E-tendering Instructions Manual for Bidders
- FAQ for Bidders

Your offer comprising of all required documents should be submitted in accordance with Annex I through the UNDP ATLAS E-Tendering system, which can be accessed at <https://etendering.partneragencies.org>.

No hard copy or email submissions will be accepted by UNDP:

The step by step instructions for registration of bidders and quotation/proposal submission through the UNDP ATLAS E-Tendering system is available in the instructions manual for the bidders, attached with this RFP. Should you require any training on the UNDP ATLAS E-Tendering system or face with any difficulties when registering your company or submitting your bid, please send an email to the E-Tendering Help Desk at procurement.af@undp.org or call +93728999766 during office hours to request for help.

The proposers are advised to use Internet Explorer (Version 10 or above) browser to avoid any

compatibility issues with the E-Tendering system.

Please refer to E-Tendering system for closing date of this RFP.

Kindly go through this invitation letter and other documents attached here to this RFP. Should you have any questions or require any clarification, please feel free to send an email to the procurement officer at procurement.af@undp.org

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Head of Procurement Unit

Section 2: Instruction to Proposers¹

Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) “*Material Deviation*” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.

¹ Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet..

- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms

- of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

- 6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

- 7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
- 8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's

preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- 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 Proposer 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 Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of 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 joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor

- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/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 Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

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 joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and

conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals.

Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

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Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$\begin{aligned} & (\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ & + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \\ & \hline & \text{Total Combined and Final Rating of the Proposal} \end{aligned}$$

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- 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 Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, 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 UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that

the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	UNDP
2		Title of Services/Work:	Provision of Consultancy Services for Monitoring and Verification of Legal Aid Grant Facility (LAGF) Activities Being Implemented by The Afghanistan Independent Bar Association (AIBA)
3		Country / Region of Work Location:	Afghanistan
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	Time: 10:30 am Kabul, Time Date: 21-February-2017 Venue : Supply Chain Management Office(SCMO) Meeting Room Address: UNDP Country Office, UNOCA Compound, Jalalabad Road, Kabul Afghanistan

² All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "N/A" but must not be deleted.

			<p>All interested proposers are encouraged to participate in the pre-bid conference.</p> <p>The UNDP focal point for the arrangement is: Supply Chain Management Office Address: UNDP Country Office, UNOCA Compound, Jalalabad Road, Kabul Afghanistan E-mail: procurement.af@undp.org</p> <p>Bidders interested to attend the Pre-Proposal Conference Must Send the Following information to the above mentioned E-mail address Before 12:00 PM On 19-February- 2017 including Participant's Name, Nationality, Notional ID (Tazkira) or Passport Number, and Company Name . The Subject of E-mail Should be: ITB Ref. No-UNDP/AFG/RFP/2016/0000001190</p>
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 90 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security ³	<input checked="" type="checkbox"/> NA
11	B.9.5 C.15.4 a)	Validity of Proposal Security	NA
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay:0.1% If the Supplier/contractor fails to deliver any or all of the requested works or perform any of the services/works within the time period specified in the contract/ purchase Order, UNDP may, without prejudice to any other rights and remedies deduct from the total price stipulated in this Order/contract an amount of 0.1% per day of the value of the Contract up to 10% of the total contract value, hereafter UNDP Afghanistan has the right to cancel the contract/ purchase order

³ Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

14	F.37	Performance Security	<input checked="" type="checkbox"/> Required Amount : 10% of Contract Amount Form: Will be retained from each payment as retention money until final certification of acceptance of all contract outputs/deliverables. The term “acceptance” shall not be equated with “mere receiving” of outputs/deliverables.
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) <i>Any other currency will be considered as per UN rate of exchange at the time of bid opening/ last day of submission of Offer.</i>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	5 days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions ⁴	Focal Person in UNDP: Address: United Nations Development Programme, UNDP Country Office, UNOCA Complex, Jalalabad Road, Kabul, Afghanistan E-mail address dedicated for this purpose: procurement.af@undp.org Note : The Subject Line of email should be: UNDP/AFG/RFP/2016/0000001190
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Uploading in the E-tendering system. Once uploaded, Prospective bidder (i.e. bidder that have accepted the bid invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the bidder to view the respective changes and clarifications in the system
21	C.21 D.24	Deadline of Submission	Date and Time: As specified in the E-Tendering system (note that time zone indicated in the system is New York Time zone). PLEASE NOTE: - 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not

⁴ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

			<p>accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system.</p> <p>2. Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist.</p>
22	D.23.2	Allowable Manner of Submitting Proposals	Online bidding in E- tendering system/ module. (Electronic submission of Bid ⁵)
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<p>Official Address for e-submission: Official Address for e-submission: UNDP ATLAS E-tendering system. https://etendering.partneragencies.org</p> <ul style="list-style-type: none"> ▪ Format: PDF, Word, Excel and JPG ▪ Max. File Size per attachment: 8 MB ▪ Max. No. of attachments: <i>Not limited</i> ▪ Virus Scanning Software to be Used prior to transmission: <i>Any Standard Antivirus Software</i> <p><input checked="" type="checkbox"/> Financial Proposal must be submitted as a separate file encrypted with a password. None of the financial proposal data is disclosed in other documents of the submission. UNDP shall request password for opening the Financial Proposal only from the Proposers who pass the Technical Evaluation as per the criteria established and disclosed in the solicitation document. The Proposer shall assume the responsibility for not encrypting the financial proposal.</p>
24	D.23.1	Date, time and venue for opening of Proposals	Not a public opening
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%

26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Certificate of valid Registration of the business, along with previous registration document which dates back to 5 year or older. <input checked="" type="checkbox"/> Provide details of past experience for successful completion of at least One (01) similar project within the last five years along with value of contract, duration of assignment, Project owner’s name address and contact details. <input checked="" type="checkbox"/> List of all similar projects within the last 5 years <input checked="" type="checkbox"/> Detailed CVs of the team: <ul style="list-style-type: none"> • Lawyer (Team Leader) (1 CV required), • Accountant /Auditor (Deputy Team Leader) (minimum 2 CV required) <input checked="" type="checkbox"/> Detailed information about Medical and Life insurance of all personnel assigned to this project
27		Other documents that may be Submitted to Establish Eligibility	[<i>insert list</i>]
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	1.Scanned copy of duly filled, signed and company stamped Proposal Submission Form (Section 4) 2.Scanned copy of duly filled, Documents Establishing the Eligibility and Qualifications of the Proposer (Section 5) 3. Scanned copy of duly filled, Technical Proposal Form (Section 6) 4.Scanned copy of duly filled, signed and company stamped Financial Proposal Form (Section-7) 5. Implementation Timelines (Project Schedule/work plan or a Gantt Chart) 6. Confirmation of Life and medical insurance coverage of all surveyors including details of Insurance company 7.CVs of Lawyer (Team Leader) and Accountant/Auditor (Deputy Team Leader) to match the required qualification and experience
29	C.15.2	Latest Expected date for commencement of Contract	<i>March 15, 2017</i>
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	60 working days over a period of 3 months (March to May 2017)
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only

32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>The proposal must comply with the following:</p> <ul style="list-style-type: none"> • The proposer must have at least five (5) years' similar experience. • The proposer must hold a valid business license from a relevant government authority • The proposer must have past experience for successful completion of at least One (01) similar projects within the last five years. • Key personnel assigned to this project meets minimum qualification and experience requirement as mentioned in the TOR. • Implementation timeline complies with the requirement <p>Technical Proposals shall be evaluated based on evaluation criteria below. Technical proposal of the proposer obtaining minimum 70% score will be considered technically qualified offer)</p> <p>Combined Scoring method – where the technical proposals will be weighted a maximum of 70%, and combined with the price offer which will be weighted a maximum of 30%;</p>
33	E.29.4	Post-Qualification Actions	<p><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</p> <p><input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</p> <p><input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;</p> <p><input checked="" type="checkbox"/> Testing and sampling of completed goods similar to the requirements of UNDP, where available;</p>
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Signing of UNDP's Contract and PO

35		Other Information Related to the RFP	NA
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Technical Evaluation Criteria Tables:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	300
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Qualifications and Experience of Key Personnel	30%	300
Total			1000

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	60
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - expertise in financial management, controlling, accounting and auditing - experience in project monitoring, assessment and assurance services - Knowledge of Afghanistan legal system and court procedures - Experience of practicing as a defence lawyer in criminal cases - Skills in provision of legal aid services 	100
1.3	Quality assurance procedures, warranty	50
1.4	Relevance of: <ul style="list-style-type: none"> - Specialised Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region - Work for UNDP/ major multilateral/ or bilateral programmes 	90
		300

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	40
2.2	Have the important aspects of the task been addressed in sufficient detail?	35
2.3	Is the approach of data collection clear on how information from LAGF beneficiaries will be obtained?	40
2.4	Is the conceptual framework adopted appropriate for the task?	85
2.5	Is the scope of task well defined and does it correspond to the TOR?	110
2.6	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	90
		400

Technical Proposal Evaluation Form 3			Points Obtainable
Qualifications and Experience of Key Personnel			
3.1	Task Manager		150
		Sub-Score	
	General Qualification	130	
	Suitability for the Project		
	- Experience as a defence lawyer in criminal cases	55	
	- project assessment and monitoring Experience	35	
	- Professional Experience in the area of specialization/legal aid	40	
	- Knowledge of the region	20	
	- Language Qualifications	20	
		150	
3.2	Deputy Task Manager		150
		Sub-Score	
	General Qualification	130	
	Suitability for the Project		
	- Experience in financial management, controlling, accounting and auditing	55	
	- project assessment, monitoring and conducting of financial spot checks	35	
	- Professional Experience in the area of specialization/ financial management	40	
	- Knowledge of the region	20	
	- Language Qualifications	20	
		150	
	Total Part 3		300

Section 3: Terms of Reference (TOR)⁶

PROVISION OF CONSULTANCY SERVICES FOR MONITORING AND VERIFICATION OF LEGAL AID GRANT FACILITY (LAGF) ACTIVITIES BEING IMPLEMENTED BY THE AFGHANISTAN INDEPENDENT BAR ASSOCIATION (AIBA)

Project Title: Afghanistan Access to Justice (AA2J)

Project Description

The United Nation Development Programme (UNDP) Afghanistan and the Ministry of Justice (MOJ) of the Islamic Republic of Afghanistan in April 2016 initiated the Afghanistan Access to Justice Project (AA2J) as a successor project to the Justice and Human Rights in Afghanistan (JHRA) project. The AA2J project has three output areas including: Legal aid and awareness; Justice sector coordination with a particular focus on the Elimination of Violence Against Women (EVAW) and Capacity development for the MOJ, particularly as regards human rights and legislative drafting.

The project supports strengthening of the institutional capacity of the MOJ; supporting enhanced coordination and cooperation between rule of law institutions, particularly focusing on the EVAW, the provision of legal aid through the Legal Aid Grant Facility (LAGF) and legal awareness. To this end, the project will contribute to increased access to justice for target groups, including women, children and detainees in selected provinces and at district level in Afghanistan.

AA2J output one focuses on the provision of legal aid services to the poor for which the LAGF was created. LAGF is a facility through which lawyers from the Afghanistan Independent Bar Association (AIBA) provide free of charge legal aid to women, children, prisoners and people in pre-trial detention, funded by UNDP. These activities are complementary to the legal aid provided by the Legal Aid Department from the MOJ. AIBA is an independent, non-governmental and non-political organization that functions as the representative body for advocates to achieve the goals set out in the Constitution of Afghanistan, the Advocates law and other laws of Afghanistan. Among the AIBA objectives is to promote and protect the rule of law, social justice, provide a variety of public legal awareness and to defend human rights and fight against any form of discrimination. The main objective of LAGF is to provide free defence and legal services to detainees, prisoners and women and children in 8 provinces in accordance with the four principles of National Legal Aid Policy (accessible, credible, sustainable and less costly defence counsel services).

The LAGF was identified as a cost-effective tool to engage the private sector in the provision of legal aid to indigent people in areas that have a high demand for legal aid services and where legal aid service delivery by the Government and other legal aid providers is limited. The LAGF was established through a tripartite Memorandum of Understanding (MOU) between UNDP, AIBA and MOJ. The functioning of LAGF is regulated in the LAGF Procedure, which defines the provision of legal aid services and the general

⁶ This document serves as a guide to Requestor on how to write the TOR for the RFP, by suggesting contents. This document is not to be shared with Proposers in this current state and form. The TOR actually written by the Requestor shall be the TOR that will be attached to this part of the RFP.

conduct of all the LAGF activities with detailed conditions for the functioning of the facility, monitoring frameworks, quality control mechanisms for cases and grievance redressal mechanisms. Currently LAGF is working in the following 8 provinces: Helmand, Herat, Balkh, Nangarhar, Bamyan, Ghor, Daikundi and Badghis.

The LAGF is being implemented by the AIBA. However, its management and oversight is done through the LAGF committee that is composed of the following 5 members: UNDP, MOJ, AIBA, Ministry of Women Affairs (MOWA) and a representative from Non-Governmental Organizations (NGO) legal aid providers.

The LAGF undertakes internal monitoring and evaluation that is done through the LAGF committee and UNDP AA2J project. However, there exists consensus among the key stakeholders that the LAGF should be subject to external monitoring as well. To this end, AA2J will procure the services of a national firm based in Afghanistan to function as an Independent Monitoring Agent (IMA) to monitor the LAGF activities.

Scope of Services, Expected Outputs and Target Completion

Assignment Objective

The IMA will carry out programmatic project monitoring and conduct financial spot checks to assess and verify the status of the project implementation and fund utilization in relation to the agreed LAGF activities in the MOU between UNDP, MOJ and AIBA and the Letter of Agreement (LOA)⁷ between UNDP and AIBA. The purpose of the assignment is to verify that the work undertaken by AIBA in the framework of the LAGF is done according to the quality standards defined in the MOU and that the LAGF Procedure, which is attached, is applied correctly. Secondly, the IMA is to assess whether LAGF funding is being used for its intended purposes and that the correct amounts are being disbursed to and are being received by the right lawyers who provide the legal aid services under LAGF.

In order to collect its data, the IMA will consult and interview LAGF beneficiaries, LAGF committee members, MOJ, LAGF project and support staff and AIBA lawyers providing legal aid services under the LAGF. The IMA will review documents and conduct field visits to LAGF project locations in Helmand, Herat, Balkh, Nangarhar, Bamyan, Ghor, Daikundi and Badghis. The IMA will review the LAGF data base for cases, annual work plan, monitoring reports, progress reports, 500 sampled case files, including the related financial documents. The total budget to be verified is in the range USD 300,000 to 500,000.

Scope of Work and Deliverables

The IMA will carry out programmatic project monitoring of activities implemented from August 2014 to January 2017 in order to:

- a) Determine the progress on the LAGF activities in relation to the LOA and MOU;
- b) Assess the type of cases being represented/provided with legal advice, the number of beneficiaries disaggregated by gender, age and location;
- c) Evaluate case files and establish if legal aid services through LAGF are provided in a professional manner in line with the Advocates Law and LAGF procedures;

⁷ The LOA is the agreement through which UNDP provides funding to AIBA for the implementation of the LAGF activities.

- d) Assess if the costs of LAGF cases are in line with the established rates charged by the advocates in similar type of cases;
 - e) Assess if there is a referral pathway between the MOJ Legal Aid Department and LAGF/AIBA lawyers in line with the LAGF Procedure;
 - f) Assess if there are cases that lawyers refuse to take up and if so, for which reasons;
 - g) Assess the outcome of LAGF cases (acquittals, convictions, mediation, pardons and cautions);
 - h) Assess how cases are being distributed over the lawyers registered with the LAGF;
 - i) Assess whether the LAGF Committees at both central and provincial level certify that cases submitted to the LAGF Committee are in compliance with the LAGF procedure, LAGF M&E guidelines and legal aid regulation 2008 and have been clearly documented and filed.
- **Financial spot checks:** the IMA will undertake financial spot checks of a sample of financial documents to assess the authenticity of financial transactions/ records in relation to the agreed project activities as per the LOAs and identify whether there have been any significant deviations from the LOA for the period between August 2014 and January 2017. To that end, the IMA will seek to:
 - a) Verify that documentation exists to support the expenditure in accordance with LAGF/AIBA rules and procedures and in line with the LOA between UNDP and AIBA;
 - b) Verify that the activities paid through the LAGF grant are in accordance with the work plan and LOA with UNDP;
 - c) Verify that the expenditure has been reviewed and approved in accordance with the AIBA rules and procedures and the LOA with UNDP in line with Internal Control Framework and segregation of duties has been exercised while processing payments;
 - d) Verify that the expenditure was reflected in the financial documents submitted to UNDP by AIBA;
 - e) Verify that the expenditure was reflected in the AIBA's accounting records (official book of accounts) and bank statement;
 - f) Verify that supporting documents are stamped 'PAID from LAGF grant', indicating which agency organization or donor funded the transaction;
 - g) Verify the price paid for goods or services against the market rates and receipts provided (if readily available);
 - h) Verify that the activity per the bank statements agrees with that reflected in the financial or accounting records. Document any variances noted; and
 - i) Confirm that a bank reconciliation was completed and the balance has been reconciled to the accounting records. Document any variances noted.

Expected Deliverables and Payments

Deliverables/ Outputs	Estimated Duration to Complete	Target Due Dates	Review and Approvals Required	Payment Schedule
Inception report	10 days	15 March 2017	AIBA president, MOJ Head legal Aid Department and UNDP AA2J Project Manager, Head ROLHS Unit	20%
Data collection and Presentation of key findings	35 days	3 May 2017	AIBA president, MOJ Head legal Aid Department and UNDP AA2J Project Manager, Head ROLHS Unit	20%

Draft monitoring report	5 days	10 May 2017	AIBA president, MOJ Head legal Aid Department and UNDP AA2J Project Manager, Head ROLHS Unit	20%
Final Monitoring report	10 days	24 May 2017	AIBA president, MOJ Head legal Aid Department and UNDP AA2J Project Manager, Head ROLHS Unit	40%

Institutional Arrangement

- **Supervisory arrangement**

The IMA firm will work under the overall supervision of the Head of Rule of Law and Human Security Unit, the AA2J project manager and under direct supervision of the AA2J Legal Aid & Awareness component manager with close coordination with the AA2J Monitoring and Evaluation Officer.

- **Reporting by the Monitoring Agent**

The IMA will report to UNDP, and UNDP will assess the quality and performance of the IMA and share the information with the LAGF central committee. The IMA shall submit the following reports to UNDP:

- **Inception Report:**

Within 10 days of commencement of the assignment, the IMA will submit an inception report containing the approach and methodology for implementation of the assignment. The report shall be inclusive of the action plan and sampling methodology and standards that the IMA will adopt for assurance services. The inception report shall be agreed upon with UNDP at the outset and shall form the basis of the IMA work. Any changes to the agreed approach and methodology during the course of the assignment shall be fully documented and require approval from UNDP, AIBA and MOJ-LAD.

- **Data collection and Presentation of Key findings:**

The IMA shall collect data and make a presentation of the key findings within 35 days from the date of the submission of the inception report.

- **Draft Report:**

The IMA shall provide a draft report within 5 days from the date of making a presentation on key findings. The report should provide detailed analysis of project status, trends and recurring challenges, identify problems in relation to implementation of LAGF activities, execution of expenditure, case management and recommend appropriate actions, and describe positive feedback and lessons learned. The IMA will submit the draft report to UNDP and upon receipt of the draft report, UNDP will organise a tripartite meeting to be facilitated by the IMA between AIBA, MOJ and UNDP to validate the report and discuss the findings within 5 days in order to gather comments and feedback on the draft report.

- **Final Report:**

The final report covering the period of from August 2014 to January 2017 should be submitted within 10 days from the date of the submission of the draft report in any case not later than 90 days from the start of contract.

All reports shall be submitted simultaneously in hard and soft copies in both English and Dari. The report in English shall be the original and in the event of any discrepancy on account of interpretation between the English and the translated Dari version, the English version will take precedence and will prevail. The final report will include suggestions for actions to be taken by AIBA, MOJ LAD and UNDP to address the findings from in the draft report. The final report will be submitted to the UNDP AA2J Project Manager.

- **Independent Monitoring Agent Reporting format:**

Upon selection of the IMA before signature of the contract, the firm will be required to attend a meeting in Kabul with UNDP, MOJ and AIBA, to clarify the initial reporting format, required quality standards and key performance indicators.

- **UNDP's responsibility**

UNDP will be responsible for reviewing and addressing IMA's requests for information and support on a timely basis. Designated UNDP AA2J staff will be available to provide guidance to the firm during the course of its work. UNDP shall undertake a review of the IMA's performance which will include verification of deliverables for payment.

- **IMA's responsibility**

The IMA shall designate a focal point for communication with UNDP regarding submission of draft reports, and to receive comments/suggestions from UNDP/AIBA/MOJ, and submission of the final version of the report. The designated focal point shall also be responsible to coordinate with UNDP regarding organization of review meetings for the reports.

The IMA will need to provide in its proposal a description and cost estimates required to perform the service. UNDP will not provide facilities including accommodation and transport, and it will be the sole responsibility of the IMA to ensure a suitable level of security. The IMA will also be entrusted with the duty of care for all its personnel in Afghanistan. Where necessary UNDP may provide the IMA with office space in the AA2J office and work at the MOJ and/or AIBA as required for the duration of the assignment with UNDP.

Duration of the Work

The IMA is expected to commence its work in March 2017. The contract will have a duration of 60 working days (based on a five day working week) over a period of 3 months from March to May 2017.

Location of Work

Kabul with field visits to Balkh, Herat, Helmand, Badghis, Ghor, Herat, Bamyan and Daikundi.

Qualifications of the Successful Service Provider at Various Levels

The firm must meet the following minimum criteria:

- Company registered and permitted to work in Afghanistan.
- At least 5 years of relevant experience in monitoring and evaluation.
- Experience of working with justice sector institutions particularly in the provision of legal aid services is an asset.
- Experience in financial management and conducting financial spot checks.
- Experience of working in conflict or post-conflict environment.

- Ability to travel to and to physically collect first hand data in the following provinces: Helmand, Herat, Balkh, Nangarhar, Bamyan, Ghor, Daikundi and Badghis.

Qualification of the key personnel:

The IMA shall propose the team based on the scope of the assignment. The team should at least include the following positions:

Position	General Qualification and Experience	Educational Background
Lawyer (Team Leader) (1)	At least five years of relevant work experience and expertise in provision of legal aid services or practicing as a defence lawyer/attorney in criminal cases	Bachelor's degree in law, with a bar qualification or equivalent.
Accountant /Auditor (Deputy Team Leader) (1)	At least five years of relevant work experience and expertise in public financial management, financial controlling, accounting, and/or auditing.	Degree in financial management, finance or auditing.

- The team should have collective expertise in financial management, auditing, and HR systems.
- The team should have collective experience in project monitoring, assurance services and assessment with reference to legal services and financial management, preferably with international exposure through Governmental institutions, NGOs, UN agencies and/or other organizations.
- Knowledge of Afghanistan's legal system and court procedures as well as financial management standards by the firm and the team members would be an asset.
- The team must have proven management capacity, excellent IT skills and command of MS Office applications and financial software applications.
- The team should be fluent in English and Dari.
- The team members should not be employed by AIBA or registered as LAGF lawyers by AIBA.

UNDP may, subject to its discretion, accept substitution of staff offered in the proposal provided that the staff offered for substitution is of equal or better education and/or experience.

Declaration of Conflict of Interest

The IMA must have its personnel to declare any potential conflict of, including but not limited to the following:

- Conflict of interest declaration, declaring any close family relationships with AIBA personnel.
- Conflict of Interest declaration, declaring any financial/business ties with AIBA that may affect their performance as an employee of the IMA.
- If at the onset of employment there is no conflict of interest, however, it is possible that one may arise at later stages. When an actual or possible conflict of interest may arise, the IMA must disclose that to UNDP.

Scope of Proposal Price and Schedule of Payments

The financial proposal should be prepared and submitted together with the technical proposal.

The total contract amount will consist of: The professional fees, the other cost components should be included in the computation of contract price with detail of quantity and unit price, e.g. air-tickets,

accommodation in the provinces while collecting data, daily travel allowance, insurance, local travel and security expenses (car rental, etc.), and other expenses. Schedule of payments will be based on the percentage as indicated in the table of deliverables and the table below.

Deliverables/ Outputs	Payment Schedule
Inception report	20%
Data collection and Presentation of key findings	20%
Draft monitoring report	20%
Final monitoring report	40%

Recommended Presentation of Proposal

The proposal is recommended to be presented in the following format:

- Introduction / forwarding letter
- Description about the firm including its mission & vision, expertise and services, contact / address
- Registration to work in Afghanistan (certificate should be attached)
- Experience of the firm, including previous similar assignments
- Proposed methodology including work-plan, team structure, number of proposed personnel, CV of each personnel, logistical plan, etc.
- Others, including annex and attachment.

Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of 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 joint venture jointly and severally, and this shall be duly evidenced by a duly signed Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- c) Submit another proposal, either in its own capacity; nor
- d) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/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 Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

Criteria for Selecting the Best Offer

The following criteria will be used as basis for the evaluation the proposal, i.e.

a) First Stage – Technical evaluation

This evaluation is weighted 70% of the overall evaluation. The proposal is assessed based on the (1) expertise of the firm (s) 30 points, Methodology, approach and Implementation plan 40 points, (3) Qualifications and experience of the key personnel 30 points. All proposal that score more than 70% will be included in the second stage of evaluation.

b) Second Stage – Financial Evaluation: This evaluation is weighted 30%. Only proposal that pass the technical evaluation will be assessed.

The awarding of contract will be based on a combined Scoring method, i.e. where the expertise of the firm, methodology and qualifications and experience of key personnel will be weighted a maximum of 70%, and combined with the price offer which will be weighted a 30%. The contract will be awarded to the proposal with the highest combined score.

Annexes to the TOR

Annex A: LEGAL AID GRANT FACILITY (LAGF) PROCEDURE

Annex 1

LEGAL AID GRANT FACILITY (LAGF) PROCEDURE

**KABUL, AFGHANISTAN
2013**

Date of amendment: 1 September 201

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Introduction

The right to a defense lawyer is one of the basic rights of suspects and accused persons which shows standards of fair trial. Therefore, defending the rights of suspects and accused persons is a legal principle. This principle has been mentioned in the **“UN Principle and guidelines on access to justice in criminal justice dated 2012”** and counted as a basic human rights principle and Government of the Islamic Republic of Afghanistan has accepted this important principle as enshrined in article **31 of the Constitution** and based on the said article; it is one of the duties of the state to provide free legal aid which includes free defense counselling and other legal services to indigent suspects and accused persons through defense lawyers, Ministry of Justice defense attorneys and NGOs providing legal services from the very beginning of their arrest. Pursuant to the article mentioned above, **article 3 of Advocates Law** has mandated the Ministry of Justice to provide legal aid services for indigent suspects and accused persons in criminal cases. According to National Legal Aid Policy the principle is that indigent citizens should be able to enjoy accessible, credible, sustainable and less costly defense counsel services.

In view of the above, and to strengthen sustainability of defense counselling services, develop and expand such services to provinces and districts, create and boost coordination and cooperation among institutions which deliver legal aid services and also increase cooperation between these bodies and justice institutions, **UNDP’s AA2J** project has decided to establish a Legal Aid Grant Facility (LAGF) in cooperation with of AIBA, and Legal Aid Department of MOJ in accordance

with relevant legislative documents in order to support and fund access to free legal aid services for detainees, prisoners and for women and children in family cases through the aforementioned institutions.

It is mentionable that in the first round, Legal Aid Grant Facility (LAGF) shall be implemented in the selected districts and provinces (Herat, Balkh, Nangarhar and Helmand). Later, based on the availability of funding this Programme shall be expanded to other provinces. Considering the assessment done Bamyan, Daikundi, Ghor and Badghiz provinces shall take precedence.

First Chapter General Provisions

Basis

Article One:

1. This procedure has been enacted in accordance with article (31) of the Afghanistan Constitution and other existing laws of the country, to introduce the Legal Aid Grant Facility activities which is to provide free, accessible, credible, sustainable and less costly defense counselling services to indigent persons, for women and children in family cases at the national level.
2. Legal Aid Grant Facility is hereinafter abbreviated as “LAGF”.

Area of activity

Article Two:

The Legal Aid Grant Facility (LAGF) shall be established to provide free defense counselling services to detainees, prisoners and vulnerable women and children in the selected provinces in accordance with the four principles of National Legal Aid Policy (accessible, credible, sustainable and less costly defense counsel services) to indigent citizens.

Goal

Article three:

The legal Aid Grant Facility (LAGF) shall be carried out under the following mandates:

1. Supporting rule of law, social justice, human rights, and protecting recognized freedoms for citizens in the legal and justice institutions.
2. Provide access to fair trial by using principles of defense counselling and legal aid services.
3. Expand the defense lawyers’ activities from central of provinces to districts under the LAGF.
4. Establish good working relationship among LAGF, Justice and Judicial intuitions and other institutions.
5. Develop capacities and professional knowledge of defense lawyers and students of law and Sharia faculties through training programs of legal clinics.
6. Monitor and evaluate activities of defense lawyers whose salaries shall be paid from LAGF.

7. Develop and expand free defense counsel system for indigent suspects and accused persons in criminal cases and for indigent women and children in civil cases at the national, provincial and district levels based on the available resources.
8. Strengthen the role of NGOs which provide access to defense counselling services including AIBA, Independent Legal Aid Board, legal clinics and defense lawyers identified by LAGF.
9. Implement training programs to increase knowledge of justice authorities like police, prosecutors, judges, and other relevant authorities.
10. Develop and create a database on number of criminal cases that include detainees, prisoners and number of family cases which include women and children in civil cases through LAGF to record information and share the required information with the LAGF central and provincial committees.
11. Decrease complexity in work-related procedures and simplify the admin procedures related to access to defense counselling services funded by LAGF.
12. Simplify the procedures for clients to have easy access to free defense counselling services and to secure mechanisms for defense lawyers to receive their wages (money) on time for the services they are providing or delivering.
13. Encourage defense lawyers to maintain their professional prestige, attract the trust of their clientele, and combat any kind of corruption in the justice institutions across the country.
14. Try to raise public legal awareness through different ways and means (defense counselling publication, defense counselling magazine, and audio-visual programs through AIBA, Public Legal Awareness Unit of MoJ, NGOs and Legal Clinics.)

Central Office

Article four:

Office of LAGF Committee is located in the main office of AIBA and the provincial offices are located in the regional offices of AIBA.

Logo

Article five:

LAGF Committee has its special logo which is attached to this procedure.

Chapter Two Structure

Central Committee

Article Six:

1. The Legal Aid Grant Facility (LAGF) Committee consists of six members as following:
 - 1) President of AIBA

- 2) An authorized representative of UNDP/JHRA
 - 3) Head of Legal Aid Department of Ministry of Justice
 - 4) An authorized representative of NGO
 - 5) Head of Monitoring Board of AIBA
 - 6) Head of Huquq Department of Ministry of Justice.
2. Each of the above members should have at least three years of legal professional experience.
 3. The head of the committee will be selected from the committee members for three years.
 4. Representative from Ministry of Women Affairs, Independent Legal Aid Board, Afghanistan Advocates union, Kabul legal clinic, AIBA education committee can attend the LAGF meetings as observers but with no voting right.
 5. Other national and international institutions can attend the LAGF meetings as an observer after the approval of LAGF committee but with no voting right.

Meetings

Article seven:

1. Regular meetings of LAFG Committee shall be held every 15 days with the presence of all members and extra-ordinary meetings shall be conducted only when Head of LAGF Committee or three of the committee members request.
2. Quorum for the meetings of LAGF Committee is presence of at least four members and decisions shall be taken based on the votes of the majority.
3. In case the number of votes are equal then the vote of the head of the committee will be counted as preceding
4. In case any member of the committee does not participate in the regular meetings for three consecutive times without having any valid excuse, the decision shall be taken by majority of the present members in the meeting.
5. In case of any member's resignation, continuous absence or death, another person shall be appointed while considering the conditions set forth in Article 6 of this procedure.
6. The transportation fee per meeting is 20 USD which shall be paid through LAGF Budget.

Duties and Authorities

Article Eight:

LAGF central committee has the following authorities:

1. Proposal of budget to donors in order to provide access to defense counselling services.
2. Expansion of LAGF to other provinces and districts.
3. Approve, amend the procedure, monitoring and evaluation guideline, financial guideline, forms and other LAGF related documents.
4. Approve the recommendations and suggestions received from LAGF regional committees.
5. Any other business under the LAGF procedure.

LAGF provincial Committees

Article Nine:

1. LAGF provincial committees will have the following members:

1. Representative of AIBA
 2. Head of Justice Department or head of legal aid unit of Justice Department.
 3. Representative of (UNDP/JHRA)
 4. Representative of NGOs who are providing legal services
 5. Head of AIBA Monitoring committee.
 6. Representative of Huquq Department of MOJ.
2. Each of the members should have at least three years of legal professional experience.
3. The members of the provincial committee will select one of the committee members as the head of the committee for two years and one person as the secretary of the committee for one year.
4. Quorum for the meetings of LAGF Committee is presence of at least four members and decisions shall be taken based on the votes of the majority.
5. In case the number of votes are equal then the vote of the head of the committee will be counted as preceding
6. LAGF provincial guideline will be approved by the LAGF central committee.
7. Representative from Ministry of Women Affairs, Independent Legal Aid Board, Afghanistan Advocates union, Kabul legal clinic, AIBA education committee can attend the LAGF meetings as observers but with no voting right.
8. Other national and international institutions can attend the LAGF meetings as an observer after the approval of LAGF committee but with no voting right.

Executive Office

Article Ten:

1. The LAGF executive office will be established and the support staff like LAGF project manager, finance officer, M&E officer, IT officer, and other support staff shall be recruited to implement the LAGF activities.
2. LAGF will recruit staff for AIBA provincial offices based on the need to implement LAGF activities.

Recruitment

Article Eleven:

The executive staff for LAGF will be recruited through HR unit of AIBA based on merit.

Chapter three

Terms and conditions of working on the cases by defense lawyers and remunerations

Under the following terms and conditions, defense lawyers can individually request LAGF

Committee to work on cases:

1. The defense wanting to take up cases from LAGF, first register him/herself, sign the agreement and then the cases will be to him/her on rotation basis.
2. The cases to defense lawyers will be distributed as per the schedule on rotation basis so that the principle of justice could be maintained and adhered.
3. In emergency situation the defense lawyer can take up cases without waiting for his/her turn but with the initial defense counselling process and LAGF approval within three days.
4. Felony cases can be handled by those defense lawyers who have the experience of being defense lawyers for two years.
5. Other cases expect the felony cases can be handled by any defense lawyer.
6. The cases will be given to defense lawyer subject to take up one Probono case against each case according to para 15 of article 13 of the advocate law, and this practice will continue until the completion of three Probono cases.
7. Defense lawyers may work on cases only in one province but if there is no defense lawyer in neighboring provinces, LAGF Committee can give this authority to defense lawyers to work in that province as well.
8. In final phase the cases will be handled by Legal Aid Department which had been handled by LAGF recruited defense lawyers in primary and appeal phases in the provinces.

Criteria for specifying remunerations

Article thirteen:

1. The fees to be paid to defense lawyers and others shall be determined by the LAGF after taking into account the cost mentioned for each category of the crime as well as the need to make legal aid services accessible, affordable, sustainable and credible.
2. The fees will be paid to defense lawyers by AIBA main office after the evaluation made by LAGF provincial committee in accordance with the articles of this procedure and the M&E guideline.

Remuneration at the Primary phase

Article fourteen:

1. In felony cases, from signing of the contract until the issuance of final decision (10,000 AFG) or after submission of case to court is (7,000 AFG).
2. In misdemeanor cases, from the police and prosecutor process until the issuance of decision of primary court (7,000 AFG) or after submission of case to primary court until primary court decision is (5,000 AFG).
3. In family cases for women and children, from the initial process until the issuance of primary court decision (12,000 AFG) or after submission to the court (Primary or appeal phase) is (9,000 AFG).
4. In obscenity cases, from signing of the contract until the issuance of final decision (Primary or appeal phase) 4,000 AFG.
5. If the case is at the district, 2000 AFG will be added to the main remuneration for each distance of 40 KM from center. But the transportation cost should not exceed 4000 AFG.
6. The LAGF representative who travels for the purpose of registration and monitoring the cases shall be paid 500 AFG for the distance of each 40 KM from the center.

Remuneration at the appeal phase

Article fifteen:

In appeal phase, remuneration shall be paid by considering the type and category of the crime as follows:

1. In felony cases, from signing of the contract until the issuance of appeal court decision (8,000 AFG)
2. In misdemeanor cases, from signing of the contract until the issuance of appeal court decision (6,000 AFG)

Remuneration for breached and retained cases

Article sixteen:

1. If the case file is retained during the investigation phase and the suspect is released, the defense lawyer shall be paid 50% of the money subject to the presence of the defense lawyer in the investigation process and in the process before the court.
2. If the file or the documents are sent back from one of the appeal or cassation phase processes to the lower (Primary court or Appeal) half of the allocated payment shall be made to defense lawyer for handling the case according to article 14 and 15 of this procedure.

Miscellaneous Remuneration conditions

Article seventeen:

The terms for Miscellaneous Remuneration are as follows:

1. The type and category of the crime will be determined based on the indictment prepared by the prosecutor.
2. The remuneration will be paid immediately after the decision of each court to the defense lawyer.
3. Defense lawyer shall be assigned for obscenity cases by LAGF when the client is about to be detained, loss his/her job or in other situations which are contradictory to law.
4. LAGF is not providing free defense counselling services for absentia cases except for those cases where the complainer is a woman.
5. The defense lawyer who defended a case at the primary court, can take up or process the same case at the appeal court at the request of client based on his/her better performance without waiting for his/her turn unless it is in contradiction to para 7 article 12 of this procedure.
6. If the LAGF committee is not able to distribute the cases (at primary and appeal phases), the cases will be given to government and non-government attorneys.
7. The LAGF provincial representative will travel to the districts twice a month, unless the LAGF provincial committee determine for extra visits.

Chapter Four

Communications and relations of Independent Legal Aid Board, AIBA and LAD with Legal Aid Grant Facility (LAGF)

Responding to the needs of AIBA and Legal Aid Providers

Article eighteen:

AIBA and Legal Aid Providers can request budget from LAGF Committee for the following programs in order to achieve the objectives of the LAGF at the center and provincial levels:

1. Conducting Stage courses for defense lawyers and legal aid providers where more than 20 defense lawyers are participating in the course or 20 defense lawyers are registering for the course.
2. Establishing regional offices of AIBA in the provinces where there is a need to implement LAGF
3. Supporting Legal Aid Clinics that receive credential letter through Independent Legal Aid Board.
4. Conducting training programs for defense lawyers who are engaged with AIBA, Legal Aid Department and NGOs that are providing legal aid services in the provinces which have more than 10 defense lawyers and in case the number is less than 10, then the program could be held in the neighboring province.
5. Rising public legal awareness on the role and importance of defense counselling (legal aid) in the capital, provinces and districts of the country through different means and ways such as legal campaign through students of legal clinics, posters, brochures, booklets, magazines, radio and TV programs, free hotline services and Legal Aid Departments if have capacity in that regards.

LAGF relation and communication with ILAB

Article nineteen:

The Independent Legal Aid Board can request budget from LAGF Committee for the purpose of developing and improving its regulations, procedures and enhance the capacity of its members in case the Board does not receive any funding from other donor agencies.

Role of Legal Aid Department of MOJ Regarding to LAGF Committee

Article twenty:

1. Legal Aid Department in the capital and legal aid sub-departments in the provinces and its units in districts should explain the objectives of LAGF to indigent people.

2. The Legal Aid Department of MoJ should implement the responsibility that has been mentioned in article pare of 1 of this article about the units of Huquq Department so that the units of Huquq Department can refer the indigent people to legal aid units of LAD and LAGF Committee in order to provide free defense/legal aid services for indigent people who are in detention centers, prison and women and children.

Chapter five

Monitoring and evaluation “LAGF” resolving the disagreement between the defense lawyer with the client or with the provincial committee

Monitoring and Evaluation

Article twenty one:

1. Monitoring is to collect and analyze the LAGF related data according to the provisions of the Law and LAGF procedure.
2. Evaluation is to review, analyze, and report about the effectiveness, efficiency, and quality of defense counselling “LAGF”.

Article twenty two:

The LAGF activities shall be monitored and evaluated as follows:

1. The internal monitoring and evaluation of the cases distributed to defense lawyers and other LAGF activities are done by LAGF provincial and central committees.
2. In case it is found that a defense lawyer who provides defense counselling services paid by LAGF is not working well and not providing qualitative and standard services, the committee will undertake a comprehensive investigation and if required the matter shall be referred to the Monitoring Board of AIBA for making a decision.
3. Monitoring Board of AIBA will do the monitoring and evaluation of the activities of those defense lawyers contracted by LAGF.
4. The activities of LAGF contracted defense lawyers will be also monitored and evaluated by UNDP
5. Monitoring and Evaluation by an independent external will be done.

Resolving disagreement among the defense lawyer with his/her client or the provincial committee

Article twenty three:

1. If a problem occurs during the handling of a case between the defense lawyer and the client, the matter will be evaluated by LAGF provincial committee and settlement is done accordingly, and in case of non-satisfaction, the matter shall be referred to the Monitoring Board of AIBA provincial office.
2. In case a problem arise between the defense lawyer and the LAGF provincial committee, the matter will be first dealt by the LAGF central committee, and in case of non-satisfaction, the matter shall be referred to the Monitoring Board of AIBA.
3. Whenever the LAGF Committee finds out that the defense lawyer negligently has not done his/her job or intentionally breached the defense lawyer law, the issue shall be first referred to the AIBA provincial M&E board, if not solved then it will be referred to AIBA central M&E board if the defense lawyer is found guilty, in addition to disciplinary punishment, he/she shall be deprived to receive the payment.

Chapter six

Miscellaneous provisions

Amendment

Article Twenty Four:

This procedure may be amended by LAGF Committee and majority of votes by members present at the meeting but this amendment should be done in accordance with the four Principles of National Legal Aid Policy (accessible, credible, sustainable and less costly defense counsel services).

Enforcement

Article Twenty Five:

This procedure is prepared in (6) chapters and (25) articles and is enforceable after the approval of LAGF central committee.

Signatures of the LAGF central committee members regarding the approval of this procedure:

Section 4: Proposal Submission Form⁸

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for *Provision of Socio-Economic Survey on Monitoring and Evaluation of Alternative Development Projects in Afghanistan* in accordance with your Request for Proposal dated 12/19/2016 and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that :

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for 90 days.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

⁸ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form⁹

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

⁹ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)¹⁰

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		

¹⁰ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ Articles of Incorporation or Registration of firm named in 2.
- ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Section 6: Technical Proposal Form

<p>TECHNICAL PROPOSAL FORMAT</p> <p>Provision of Socio-Economic Survey on Monitoring and Evaluation of Alternative Development Projects in Afghanistan</p>
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Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION						
<p><i>This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.</i></p> <p>1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.</p> <p>1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.</p> <p>1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.</p>						
Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
<p>I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.</p> <p>_____</p> <p>_____</p>		

Signature of the Nominated Team Leader/Member	Date Signed

Section 7: Financial Proposal Form¹¹

Financial Proposal must be submitted as a separate file encrypted with a password. None of the financial proposal data is disclosed in other documents of the submission. UNDP shall request password for opening the Financial Proposal only from the Proposers who pass the Technical Evaluation as per the criteria established and disclosed in the solicitation document. The Proposer shall assume the responsibility for not encrypting the financial proposal.

DO NOT DISCLOSE YOUR PRICE IN THE LINE ITEMS. YOU MUST PUT PRICE AS 1 IN THE E-TENDERING SYSTEM AND PROVIDE THE FINANCIAL PROPOSAL AS ENCRYPTED FILE AS EXPLAINED ABOVE.

For evaluation purpose, cumulative cost of all three phases shall be considered.

A. Cost Breakdown per Deliverables

The proposers are requested to provide cost breakdown per deliverables as clearly specified in the Terms of Reference (TOR) of this RFP. Amounts mentioned in this table will be considered final offer by the proposers.

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Inception report	20%	
2	Data collection and Presentation of key findings	20%	
3	Draft monitoring report	20%	
4	Final monitoring report	40%	
	Total	100%	USD

**Please refer to Annex A and the Terms of Reference (Section 3) for details on the deliverables.*

B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable for each phase based on the following formats. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

¹¹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				
1. Insurance Cost for the Surveyors				

Section 8: FORM FOR PROPOSAL SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

NOT REQUIRED

Section 9: FORM FOR PERFORMANCE SECURITY¹²

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

NOT REQUIRED

¹² If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer's Bank will issue shall use the contents of this template

Section 10: Form for Advanced Payment Guarantee¹³

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

NOT ALLOWED

¹³ This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

Section 11: Contract for Professional Services

**THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO
ALL TERMS AND CONDITIONS IS MANDATORY.**

Date _____

Dear Sir/Madam,

Ref.: _____/_____/_____ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of _____ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

a) this Letter;

b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;

c) the Contractor's Proposal [ref....., dated]

d) The UNDP Request for Proposal [ref....., dated.....]

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
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....
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....
------	-------	-------	-------

2.3 Any changes in the above key personnel shall require prior written approval of _____ **[NAME and TITLE]**, UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

- 2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report	../../....
.....	../../....
Final report	../../....

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon...../../....
...../../....

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP

shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
4. Special conditions
- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.
5. Submission of invoices
- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:
.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ **[NAME OF THE BANK]**

_____ **[ACCOUNT NUMBER]**

_____ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ **[INSERT DATE]** and shall complete the Services within _____ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ **[NAME AND TITLE]** UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.

Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____



UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any

termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly

engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP

have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.
