



# **REQUEST FOR PROPOSALS**

**RFP009/15**

**Provision of Legal Assistance services in Karikh Justice Palace, Baghdad, Iraq**

**UNDP IRAQ**



**United Nations Development Programme**

March, 2015

Baghdad, Iraq  
March 3, 2015

**RFP009/15 Provision of Legal Assistance services in Karikh Justice Palace, Baghdad, Iraq**

Dear Bidders,

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 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP for your intention to participate to the following email address: to the following address: [ali.salam@undp.org](mailto:ali.salam@undp.org)

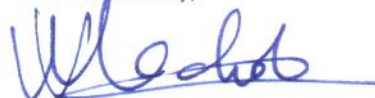
The letter should be received by UNDP no later than Close of Business 3:00 PM – 5<sup>th</sup> of March 2015 (Baghdad Time: GMT +03:00). The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

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

Yours sincerely,



Victor Machoka  
Head of Procurement

A handwritten signature in blue ink is located in the bottom left corner of the page.

## Section 2: Instruction to Proposers

### 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.
- 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](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 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](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);
- 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:

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.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Rule of Law, Human Rights & Access to Justice
2		Title of Services/Work:	Provision of Legal Assistance services in Karikh Justice Palace, Baghdad, Iraq
3		Country / Region of Work Location:	Baghdad - Iraq
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:	Not Applicable
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 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	Not Applicable
11	B.9.5 C.15.4 a)	Validity of Proposal Security	Not Applicable
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 : 0.33% of the contract amount. Max. no. of days of delay : 30 After which UNDP may terminate the contract.
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/ questions	2 Calendar days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions <sup>1</sup>	Focal Person in UNDP: Ali Salam; Procurement Analyst Email Address dedicated for this purpose:  <a href="mailto:ali.salam@undp.org">ali.salam@undp.org</a>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website <sup>2</sup> <a href="http://www.iq.undp.org/content/iraq/en/home/operations/procurement.html">http://www.iq.undp.org/content/iraq/en/home/operations/procurement.html</a> (Under procurement section)
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original : 1 Copy Copies : 3 Copies

<sup>1</sup> 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.

<sup>2</sup> Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

20	D.23.1 D.23.2 D.24	Proposal Submission Address	<p><b><i>Tender No: RFP-009/15</i></b>  Note to be Opened by Registry  UNDP Iraq, International Zone, United Nations Compound,  Baghdad, Iraq  Attention: Procurement Unit</p> <p><b>OR through e-mail:</b></p> <p><b>TECHNICAL PROPOSALS MUST</b> be submitted to the following e-mail Address: <a href="mailto:bids.iraq@undp.org">bids.iraq@undp.org</a></p> <p><b>FINANCIAL PROPOSALS MUST</b> be submitted to the following e-mail Address: <a href="mailto:bids.iraq@undp.org">bids.iraq@undp.org</a></p> <p><i>Proposals sent to other UNDP e-mail addresses will not be accepted and the Purchaser will not be responsible for the confidentiality of such bids.</i></p> <p><b>Proposers must take into account the following:</b>  <i>Proposers must indicate the RFP number in the e-mail subject box for the received Technical proposal and as follows:</i></p> <p><b><u>RFP-009/15 – TECHNICAL PROPOSAL– PART 1 OF .....</u></b>  <i>Proposers must indicate the RFP number in the e-mail subject box for the received Financial proposal and as follows:</i></p> <p><b>RFP-009/15 – FINANCIAL PROPOSAL</b></p> <p><i>Each e-mail message including attachments must not exceed 7MB. There is no limit on the number of e-mail messages for each bid. The first message should state the total number of messages comprising the bid.</i></p> <p><i>Attachments should be in PDF format. Proposers should check the attachment formats prior to submission as the Purchaser will not be responsible if attachments are in other formats that cannot be opened without additional software. If zip files are used, they should not include multiple lower sub-folders or directories.</i></p> <p><i>Proposers should avoid attempting to send proposals by e-mail just prior to the deadline as the Purchaser cannot be held responsible for congestion or delays in transmission. The time of receipt of the last e-mail message of a proposal</i></p>
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21	C.21 D.24	Deadline of Submission	Date and Time : March 9, 2015 12:00 AM – Close of Business. (Baghdad Time: GMT +03:00).
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid <sup>3</sup>
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: <a href="mailto:bids.iraq@undp.org">bids.iraq@undp.org</a> <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format : PDF files only, password protected  <input checked="" type="checkbox"/> Password <u>must</u> not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24 <b>Financial proposal MUST BE password protected.</b> Offerors whose technical proposals attain the minimum required technical score, will be contacted by the Procurement Unit <b><u>with request to provide the password to the file containing financial proposal.</u></b>  <input checked="" type="checkbox"/> Max. File Size per transmission: <b>7 MB.</b> <input checked="" type="checkbox"/> Max. No. of transmission : <i>unlimited</i> <input checked="" type="checkbox"/> No. of copies to be transmitted : <i>One Copy</i> <input checked="" type="checkbox"/> Mandatory subject of email : <b>RFP-009/15 Provision of Legal Assistance services in Karikh Justice Palace, Baghdad, Iraq</b>  <input type="checkbox"/> Virus Scanning Software to be Used prior to transmission: <i>[specify]</i> <input type="checkbox"/> Digital Certification/Signature: <i>[specify]</i> <input checked="" type="checkbox"/> Time Zone to be Recognized: <b>(Baghdad Time: GMT +03:00)</b> <input type="checkbox"/> Other conditions: <i>[pls. specify]</i>
24	D.23.1	Date, time and venue for opening of Proposals	Not Applicable
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%

<sup>3</sup> If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

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"/> Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Trade name registration papers, if applicable <input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past <i>[indicate number of years of reference]</i> <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top <i>[indicate number]</i> Clients in terms of Contract Value the past <i>[indicate number of years of reference]</i> <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
27		Other documents that may be Submitted to Establish Eligibility	All forms provided under <b>Section 5</b> must be filled, signed and stamped.
28	C.15	Structure of the Technical Proposal ( <i>only if different from the provision of Section 12</i> )	Not Applicable.
29	C.15.2	Latest Expected date for commencement of Contract	<i>March 15, 2015</i>
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	4.5 Months duration with target commencement date by 30 July 2015.

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	<b>Combined Scoring:</b>  TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100 FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100 (TP Rating) x (70%)+ (FP Rating) x (30%) = Total Combined and Final Rating of the Proposal
33	E.29.4	Post-Qualification Actions	<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; <input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; <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; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder; <input type="checkbox"/> Testing and sampling of completed goods similar to the requirements of UNDP, where available; and <input type="checkbox"/> Others
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Others: <i>Upon Contract signature by both parties</i>
35		Other Information Related to the RFP	Not Applicable.

### Technical Scoring Sheet:

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.	Management Structure and Key Personnel	30%	300
<b>Total</b>			<b>1000</b>

Technical Proposal Evaluation Form 1		Points obtainable
<b>Expertise of the Firm/Organization</b>		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	50
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> <li>- Structure: loose consortium, holding company or one firm, age/size of the firm</li> <li>- strength of project management support</li> <li>- project management controls</li> </ul>	20 20 20
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.)	15
1.4	Quality assurance procedures, warranty	25
1.5	Relevance of: <ul style="list-style-type: none"> <li>- Specialised Knowledge</li> <li>- Experience on Similar Programme / Projects</li> <li>- Experience on Projects in the Region</li> <li>- Work for UNDP/ major multilateral/ or bilateral programmes</li> </ul>	30 80 20 20
<b>Total Part 1</b>		<b>300</b>

Technical Proposal Evaluation Form 2		Points Obtainable
<b>Proposed Methodology, Approach and Implementation Plan</b>		
2.1	To what degree does the Proposer understand the task?	120
2.2	Have the important aspects of the task been addressed in sufficient detail?	20
2.3	Are the different components of the project adequately weighted relative to one another?	55
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	120
2.5	Is the conceptual framework adopted appropriate for the task?	85
2.6	Is the scope of task well defined and does it correspond to the TOR?	
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	
<b>Total Part 2</b>		<b>400</b>



Technical Proposal Evaluation Form 3				Points Obtainable
Management Structure and Key Personnel				
<b>3.1</b>	<b>Task Manager/Lead Expert – Senior Specialist Consultant [Project Manager/ Chief Tech Advisor]</b>			<b>120</b>
	General Qualification			
	Suitability for the Project	Sub-Score		
	- Professional Experience in the area of specialization: <ul style="list-style-type: none"> <li>• Minimum 10 years of past experience working at decision/strategy making functions within Government, NGO in related fields/ projects.</li> <li>• With at least of 5 years of super vision experience.</li> <li>• Bachelor Degree in Law is preferable or in social, political or Economic science.</li> <li>• Master Degree in Law is preferable or in social, political or Economic science</li> <li>• In-depth knowledge of Legal practices through supervising complicated cases.</li> </ul>	<b>45</b>   <b>10</b> <b>10</b>  <b>5</b>  <b>10</b>	<b>80</b>	
	- Knowledge in legislative issues: <ul style="list-style-type: none"> <li>• Ability to respond to new legislative issues in Iraq. Strong knowledge in the sociological structure of the Iraqi society</li> </ul>	<b>20</b>	<b>20</b>	
	- Language Qualifications <ul style="list-style-type: none"> <li>• Arabic Language (Read, Speak, Write)</li> <li>• English Language (Read, Speak, Write)</li> </ul>	<b>10</b> <b>10</b>	<b>20</b>	
			<b>120</b>	

<b>3.2</b>	<b>Specialist Level Consultant [Lawyer / Outreach Communication Expert]</b>			<b>100</b>
	General Qualification			
	Suitability for the Project	Sub-Score	<b>80</b>	
	- Professional Experience in the area of specialization <ul style="list-style-type: none"> <li>• Lawyer Applicant: Bachelor Degree in law.</li> <li>Outreach Communication applicant: Bachelor Degree in related fields such as social studies/ business administration, Journalism or communication.</li> <li>• Minimum 5 years of past experience, where 3 of them at decision/strategy making functions within Government, NGO in related fields/ projects.</li> </ul>	<b>15</b>   <b>15</b>	<b>30</b>	
	- Knowledge in legislative issues: <ul style="list-style-type: none"> <li>• Strong experience in law and in case related to family protection, humanitarian issues.</li> <li>• Strong experience and knowledge in policies, legislations related to civil law</li> <li>• Strong/excellent legal skills like drafting and advocacy.</li> </ul>	<b>10</b>  <b>10</b> <b>10</b>	<b>30</b>	
	- Language Qualifications <ul style="list-style-type: none"> <li>• Arabic Language (Read, Speak, Write)</li> <li>• English Language (Read, Speak, Write)</li> </ul>	<b>10</b> <b>10</b>	<b>20</b>	
			<b>100</b>	



## Section 3: Terms of Reference (TOR)

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### Rule of Law, Human Rights & Access to Justice

#### **6.3. *Provision of Legal Assistance services in Karikh Justice Palace, Baghdad, Iraq***

#### **6.4. *Project Description***

##### **1. Background and Situation Analysis**

UNDP Iraq is seeking an implementing partner or a consortium of national organisations to develop and implement a legal assistance scheme in Karikh Justice Palace, Baghdad, Iraq. The scheme will be funded under UNDP Support to Legal Aid work in South and Center Iraq project, in partnership with the US Department of State Bureau for International Narcotics and Law Enforcement.

The Iraqi state's capacity to exert legitimate authority and Rule of Law has been weakened by the cumulative effect of years of violence and general degradation of state institutions since 1991. Insecurity and reduced access to justice have severely impacted communities, especially women and the most vulnerable (including the aged, women, widows, female heads of household, children, persons with disabilities, minority communities and Internally Displaced People and returnees). The most vulnerable have limited access to the formal justice system and little confidence in its workings, often relying on traditional justice mechanisms, which play an important role in promoting social reconciliation but often are not compliant with national and international human rights standards.

The Judiciary, the Ministry of Justice and security sector institutions are critical actors in enforcing the Rule of Law, to reduce insecurity and to protect citizens' rights. However, their capacity and authority have been affected by years of neglect and conflict, with other factors placing the systems under additional strain, such as significant levels of violence through intimidation, poor infrastructure, "brain drain", and the high number of conflict-related disputes. To address some of these issues, UNDP-Iraq is, in partnership with the Government of Iraq justice institutions, undertaking a broad set of activities in the area of justice sector capacity-building and modernization. The primary purpose of the programme is to support the Iraqi judicial institutions to strengthen their capacity with the ultimate goal of improving the rule of law for all Iraqi people; the objective of the legal assistance services is to enhance the protection of citizens' rights through better access to justice and advocacy and further reinforce the accountability and transparency of the judiciary.

The legal assistance scheme will operate from the Karikh Justice Palace,

The legal assistance scheme will operate a 'legal help desk' within the court premises, as one of the activities to promote accessibility of the courts. The scheme will provide legal information and advice on-site. The scheme will also provide legal representation in extenuating circumstances, particularly to support vulnerable and disadvantaged people who cannot afford to pay a private lawyer.

In implementing these activities, the successful bidder will work very closely with UNDP-Iraq, the Government of Iraq counterparts in the Higher Judicial Council, Karikh Justice Palaces, Ministry of Justice, Iraqi Bar Association, Family Protection Units and other legal assistance services including those funded by UN Agencies, and other implementing partners of UNDP Iraq

## **2. Objective of the Project:**

The objective of this activity is to enhance the protection of citizen's legal rights, through better access to justice and advocacy. This will be achieved by the operation of a legal assistance scheme, and the promotion of legal rights in Baghdad by outreach activities. All activities will focus on providing assistance to vulnerable and disadvantaged community members.

The implementing partner will design and implement a legal assistance scheme (the 'legal help desk') to operate within Karikh Courts. The legal assistance scheme will provide free legal information and advice to defendants, their relatives and the general public. The scheme will also provide free legal representation to clients in extenuating circumstances.

The implementing partner will provide legal services relating to criminal and family status cases resulted from Domestic and Gender based violence. The targeted clients of the service will be people who are vulnerable and disadvantaged, particularly those clients who are unable to afford to pay a private lawyer. The scheme will prioritise providing legal assistance to clients who are victims of gender based violence GBV and domestic violence , and other vulnerable clients (due to factors such as physical or mental disabilities, juveniles, referrals from welfare services providing assistance to victims of torture and abuse, poverty, vulnerability due to belonging to an ethnic minority, etc). The scheme will develop and implement a referral process to refer clients to Iraqi Bar Association.

The implementing partner will also undertake legal outreach activities in Baghdad and adjacent districts, to promote the legal assistance scheme and also promote legal rights.

All policies and procedures, documents and manuals produced by the implementing partner will be reviewed and endorsed by UNDP Iraq prior to finalisation.

The scheme will operate for an initial period of one year, with a possibility of extension.

## **3. Scope of Work:**

In close coordination with the HJC, the Karikh Court Complex management, Iraqi Bar Association, Family Protection Units and any other relevant stakeholders, the implementing partner will:

- 3.1. Develop an inception report**, setting out in detail the activities to be undertaken under this contract and the actions required to implement the activities. The inception report will include an action plan with time-bound activities, resource (financial and staffing) plan, monitoring and evaluation system for quality assurance, and identification of risks and the mitigation strategy for such risks.

**3.2. Establish and manage document systems, policies and procedures required to operate the legal assistance service,** including intake procedures, clients records systems, conflict of interest policies (particularly in relation to GBV cases, where the scheme may be assisting the victim as well as requested to assist the defendant), case file structures and a client referral manual.

The policies and procedures established will include a monitoring and evaluation system, with a system designed to provide quality assurance for the work performed by the implementing partner under the contract, and to measure progress towards achieving the project targets. The policies and procedures will also identify measures to ensure the sustainability of the legal assistance scheme beyond the project lifespan.

The legal assistance scheme will provide assistance in criminal and family status cases resulted from DGBV. The types of assistance which will be provided, and eligibility criteria for assistance, will be included in the intake manual developed by the implementing partner.

The policies and procedures will include a referral process to refer clients who require other assistance to suitable organisations (such as for counselling, psycho-social support, medical treatment etc). The referral process will also refer clients to do not meet the selection criteria (such as those clients who have the necessary financial means to afford the services of a lawyer) to the private lawyer, in conjunction with the Iraqi Bar Association.

**3.3. Establish and operate a legal assistance scheme at Karikh Justice Palace, Baghdad, Iraq.** The legal assistance scheme will provide legal information and advice to accused, their relatives and members of the public.

The scheme will operate with at least four qualified and experienced lawyers at Karikh and Justice Palace, two qualified and experienced lawyers available at the Court to provide assistance each day during the normal operating hours of the courts. Two social workers will also be recruited for determining what non-legal services might be needed, as well as performing other tasks, including informal mediation, referrals and related matters. A social worker will be available each day at the courts during the normal operating hours.

The additional lawyers are necessary to ensure that at least two lawyers are available at the court during absences of the principal lawyers. These absences could include periods of leave for the principal lawyers, training, participation in meetings, representation of clients away from the Karikh Justice Palace, outreach activities, providing advice and assistance outside the court, development of manuals and resources or other activities which would prevent the legal assistance scheme lawyers from providing advice to clients at the court.

Implementing partners may propose more than four lawyers if they consider it necessary for the service. Implementing partners may also propose additional staff (such as social workers, paralegals, communications and outreach staff, law students etc) to assist with the scheme. However, legal advice and legal representation will only be given by qualified lawyers

The scheme will establish a referral network, to receive case referrals from sources such as Family Protection Units, community welfare agencies, NGOs, police, lawyers and Government departments. The scheme will also establish a referral network to refer clients to professional service providers,

including lawyers, psycho-social services, medical services and welfare organisations. The scheme must refer clients to other lawyers in an impartial and objective way, and will collaborate with the Iraqi Bar Association to develop this process.

In the event of limited caseloads and referrals to the scheme, the implementing partner will proactively undertake initiatives to increase referrals, such as mobile legal services to deliver legal assistance at the locations of vulnerable people (including police stations and detention centres), or co-locating lawyers with other service providers to provide legal assistance as part of an integrated service (i.e. decentralised service delivery).

- 3.4. *Provide legal representation to clients in exceptional circumstances.*** Such circumstances would include providing assistance to poor who cannot afford private lawyers victims of gender based violence, and other particularly vulnerable clients (due to factors such as physical or mental disabilities, juveniles, referrals from welfare services providing assistance to victims of torture and abuse, poverty, vulnerability due to belonging to an ethnic minority, poor people in detention, etc).

Care should be taken to mitigate potential conflicts of interest, particularly where the scheme is providing representation to clients.

- 3.5. *Develop a legal outreach programme and undertake local level legal outreach and awareness raising activities to promote legal rights and awareness of the legal assistance scheme.*** The legal outreach services will target vulnerable groups with limited knowledge of legal rights, and groups in frequent contact with the justice system (such as young people, minority groups over-represented in detention centres etc). Legal outreach will promote legal rights, particularly those relevant to the criminal justice system, such as the right to a lawyer and the right to avoid self-incrimination. Legal outreach will also promote mechanisms for the accused or their family members to contact a lawyer to seek legal assistance.

Legal outreach campaigns should be based on relatively low cost initiatives, including mobile workshops, radio appearances, newspaper interviews and articles, and printing publications, posters, brochures, banners etc. Outreach involving creative arts, such as recording music, art displays, photo competitions etc could also be proposed. Other legal outreach campaign approaches may also be proposed. Sufficient allowances for these activities must be made in the proposal budget.

- 3.6. *Provision of training on legal aid and legal rights.*** A training plan will be developed and implemented with a view to increase the awareness and capacity of relevant actors (inc. Family Protection Units, Bar Association, NGOs, legal professional, law students, etc.) on legal aid, access to justice and legal rights. The training will target in priorities those institutions whose role in the provision of legal aid is deemed critical in order to increase coordination and enhance referral processes.

#### 4. Technical Deliverables

Item	Description	Delivering time frame	Target Date	Payment %
1	Inception report.	Within one weeks after the start of the contract	30 Mar, 2015	10%
2	The manual of systems, policies and procedures developed by the legal assistance service is endorsed by UNDP Iraq and by the Karikh Court and other relevant stakeholders (incl. the local bar association). This will be done through the organisation of an inception workshop bringing together all relevant stakeholders, with the view to discuss and validate the manual.	Within one month after the start of the contract	15 Apr, 2015	10%
3	Establish and operate a legal assistance scheme (the 'legal help desk') at Karikh Justice Palace, providing legal information, advice and representation in appropriate criminal and family law cases	1 month after the start of the contract	15 Apr, 2015 15 May, 2015 15 Jun, 2015 15 Jul, 2015	Total 40% to be paid in 4 instalments
4	Develop and implement a legal training and outreach programme	2 month after the start of the contract	15 May, 2015 15 Jun, 2015 15 Jul, 2015	Total 30% to be paid in 3 instalments
5	Monthly report in accordance with the monthly report requirements	Every month	30 Apr, 2015 30 May, 2015 30 Jun, 2015 30 Jul, 2015	N/A
6	Submission of draft final report accepted by UNDP on the project and all project activities to UNDP Iraq	One month after the completion of the contract	30 Mar, 2015	10%

All reports and documents provided to UNDP Iraq will be in Arabic and English, to facilitate review and feedback by UNDP Iraq.

Payment on deliverables will only be made when reports, documents and manuals produced by the implementing partner have been reviewed and endorsed by UNDP Iraq as having met the required standard.

### **6.5. Institutional Arrangement**

- a) Rule of Law, Human Rights & Access to Justice project manager will be the direct supervisor of this project and he will directly supervise the work of the Service Provider, insuring that the Service Provider will be directly responsible to abide their obligations in term of reporting and getting approval from project manager, and to obtain certificate of acceptance of output accordingly,
- b) Progress report to be submitted to the project manager at the end of each phase of the deliverables, as well as upon the request from project manager to submit an outputs report
- c) The Service Provider [only when needed/ advised/ requested and approved by the project manager] is expected to liaise/interact/collaborate/meet with counterparts/ donors or other UNDP Implementing partners.
- d) UNDP officer will be responsible to evaluate the performance of service provider and to provide feed-back to the project manager to avoid deviation
- e) Service provider is to provide the facilities to implement the project and to support personnel, service, transportation and logistics during the implementation of project inside country.

### **6.6. Duration of the Work**

The present assignment is to be undertaken within a time period not exceeding Four and Half (4.5) calendar months, starting from the date of award signature, not to exceed the 15<sup>th</sup> of March 2015.

A detailed timetable of implementation is required to be submitted as part of the technical proposal, and to include specific activities planned to be implemented. The timetable/work-plan is to abide by the four and Half Months duration set above.

### **6.7. Purchases**

The implementing partner will purchase or lease necessary office equipment and office supplies, including IT equipment and software. This equipment will be included in the budget for the project proposal.

The legal assistance scheme will operate from the public areas of the Karikh Justice Palace. The implementing partner should budget for rental of space as required for other project staff, for example to accommodate administrative support staff and lawyers during times when they are not involved in face to face service delivery at the court.

The legal assistance scheme will pay mandatory court fees in appropriate cases, where the court does not have the discretion to waive these fees, the client does not have the capacity to pay the fees and the imposition of the fees would result in injustice. The implementing partner will establish a policy on the payment of court fees, which will be reviewed by UNDP. The implementing partner will pay court fees in accordance with this policy, and UNDP will reimburse these payments in accordance with the project budget and contract between UNDP and the implementing partner.



### **6.8. Location of Work**

The project will be implemented inside Iraq, particularly in Baghdad, Karikh Justice Palace.

### **6.9. Reports**

1. Inception Report
2. Monthly progress reports to UNDP Iraq Rule of Law, Justice and Human Rights Programme, including:
3. Executive Summary.
4. Activities Performed During Each Month of the project time life.
  - 4.1. Activity One:  
Summary of Total Number of Consultations Provided by the Legal Aid Help Desks in the UNDP-INL Program
    - 4.1.1. Enter narrative about the substance and trend of cases and assistance.
    - 4.1.2. Demographic Data for Consultations – include Gender, Approximate Age (Under 18, 18-30, 30-50, Above 50), Historically Disadvantaged Minority, Ethnicity, Province/City
    - 4.1.3. Nature of Case Data for Consultations – Note: Not to include specific information about the parties involved or details of the case/consultation – please include the nature of criminal case in question (Gender-Based Violence, Theft, Assault, Homicide, Fraud, etc.), or civil question related to criminal case (please also note generally how civil case relates to criminal case)
    - 4.1.4. Number of Cases/Individuals Referred to other Legal Services – List legal services or types of legal services
  - 4.2. Activity Two:  
Narrative per addressing progress against Results Framework
  - 4.3. Coordination Efforts - Narrative describing briefly coordination efforts with Iraqi Bar Association, Legal Aid Networks, other U.S. Government programs, etc.
  - 4.4. General Tasks - Narrative as needed by UNDP

### **6.10. Qualifications of the Successful Service Provider at Various Levels**

#### **1. Institutional Profile of Bidding Institutions/Entity**

Only national Iraqi organisations are invited to make a proposal for this contract.

The Profile of the selected entity should meet the following requirements:

- a. The selected implementing partner (including consortium) is to provide a proven track record/ demonstrate a strong background in delivering legal assistance services or work in a related field, such as protection, human rights promotion or related services.

- b. Organisations will be required to be registered to operate in Iraq, or demonstrate the steps that they have taken to seek registration to officially work in Iraq.
- c. The implementing partner will have a demonstrated capacity to operate in Iraq, and ideally a demonstrated capacity to operate in Baghdad.
- d. The implementing partner will retain at least Eight qualified and experienced lawyers, eligible to practice law in Baghdad with a minimum of five years' experience for each lawyer.  
At least Four of the lawyers will be female, and at least two of the female lawyers will have demonstrated expertise in casework relating to Gender Based Violence and Family Law.
- e. The implementing partner will retain sufficient managerial and administrative support to enable the smooth operation of the legal assistance service, including legal rights outreach activities and review and customisation of the legal aid manuals.
- f. Adequate in-house expertise on the tackled subjects, including: law, administrative regulations, budgeting, and others as needed.
- g. Proven expertise in performing situation analysis exercises and related surveying and assessment expertise;
- h. Past experience undertaking similar projects and assignments in Iraq. Previous expertise with the UN system in Iraq is an advantage;
- i. Proven capacity to produce outputs in the **English and Arabic languages**.

Should there be a need to engage subcontracted expertise and/or external consultants to render services needed in support of this assignment, this decision would be closely coordinated and will require prior approval from UNDP Iraq Rule of Law and Access to Justice Project Manager.

## 2. Experts Profile

The bidding institution is to provide Curriculum Vitae of the team of a minimum of:

- a. One personal for the title of Project Manager at the level of Task Manager/ Senior Specialist
- b. One/ Two personnel for the title of Project Manager Assistant at the level of Junior Specialist Consultant
- c. Eight personnel for the title of Lawyer at the level of Specialist Level Consultant
- d. Four personnel for the title of Social Worker at the level of Specialist Level Consultant
- e. One personal for the title of Chief Tech Advisor at the level of Task Manager/ Senior Specialist
- f. One personal for the title of Outreach/ Communication Expert at the level of Junior Specialist Consultant

Those CV's are for the personnel who will be identified to undertake the said assignment. CVs are to pinpoint relevant past experience and highlight comparative advantages.

The proposed CV's should comprise a Team of Project Manager, Project Manager Assistant, Lawyers, Social Workers, Chief Technical Advisor and Outreach/ Communication Expert; whose profiles are to abide by the following:

- a. Past experience in Law, Legislative issues, Administration, Advocacy in order to successfully implement the project;
- b. Proven knowledge and applied experience in projects relevant to Civil Service, Civil law;
- c. Exposure to the development of and/or participation in Develop and implement a legal training and outreach programmes;
- d. Knowledge of the specificities of the Iraqi sociological issues and social structures;
- e. Past experience undertaking assignments in Iraq.
- f. Working with International Organization, National or international NGO's is a clear advantage;
- g. Abiding by the principles of cultural sensitivity and inclusiveness;
- h. Mastering of English and Arabic languages.

In addition to the above, specific Requirements for each of the experts are presented below:

**I. Task Manager/Lead Expert – Senior Specialist Consultant  
[Project Manager/ Chief Tech Advisor]:**

Professional Experience in the area of specialization:

- 1. Minimum 10 years of past experience working at decision/strategy making functions within Government, NGO in related fields/ projects.
- 2. With at least of 5 years of super vision experience.
- 3. Bachelor Degree in Law is preferable or in social, political or Economic science.
- 4. Master Degree in Law is preferable or in social, political or Economic science
- 5. In-depth knowledge of Legal practices through supervising complicated cases.

Knowledge in legislative issues:

- 6. Ability to respond to new legislative issues in Iraq. Strong knowledge in the sociological structure of the Iraqi society

Language Qualifications

- 7. Arabic Language (Read, Speak, Write)
- 8. English Language (Read, Speak, Write)

**II. Specialist Level Consultant  
Lawyer / Outreach Communication Expert]**

Professional Experience in the area of specialization

- 1. Lawyer Applicant: Bachelor Degree in law.
- 2. Outreach Communication applicant: Bachelor Degree in related fields such as social studies/ business administration, Journalism or communication.
- 3. Minimum 5 years of past experience, where 3 of them at decision/strategy making functions within Government, NGO in related fields/ projects.

Knowledge in legislative issues:

4. Strong experience in law and in case related to family protection, humanitarian issues.
5. Strong experience and knowledge in policies, legislations related to civil law
6. Strong/excellent legal skills like drafting and advocacy.

Language Qualifications

7. Arabic Language (Read, Speak, Write)
8. English Language (Read, Speak, Write)

### **III. Junior Specialist Consultant**

**[Project Manager Assistant/ Social Worker]:**

Professional Experience in the area of specialization

1. Minimum 5 years of past experience in related fields
2. For Project Manager Assistant: working in project management or supporting tasks.
3. For Social Worker: working experience in social assistance field or related fields.
4. Bachelor Degree in social science, political science, Economic, Public administration or in related fields.
5. Previous experience with NGO's or international/ National organizations.
6. Resilience for coping with difficult situations and challenging cases and Good time management and organizational skills
7. Computer literacy and administrative skills.

Language Qualifications

8. Arabic Language (Read, Speak, Write)
9. English Language (Read, Speak, Write)

### **3. Special Requirements**

- a. Due to the highly volatile security situation in central and south Iraq, it is highly recommended that the bidding institution/entity embed security costs within its financial proposal. Noteworthy is that UNDP Iraq will not be providing any support in security arrangements for experts who would be engaged in this Project;

#### **6.11. Scope of Proposal Price and Schedule of Payments**

- a) The contract price is a fixed output-based price regardless of extension of the herein specific duration, however, the rate might be adjustable in accordance to any extension or reduction in the duration of engagement
- b) The Proposer must include in the computation of contract breaking down price
- c) Payments will be made upon the request of service provider and due to the end of each stage as stated in the price schedule for the deliverables

### **6.12. Criteria for Selecting the Best Offer**

The below evaluation criteria are proposed to be applied during the appraisal phase of technical and financial proposal.

**1. Preliminary screening: Proposal Content**

- Detailed presentation of the implementation strategy;
- Listing of all forecasted outputs and deliverables;
- Presentation of institutional capacity and inclusion of expertise with the inclusion of CVs;
- Workplan / Timeline;
- Detailed financial proposal with rationalization of costing per activity;
- Forecasted limitations and mitigation strategies;

**2. Technical Evaluation *Form 2***

- Implementation plan reflects totality of required deliverables (quantitative) and is concurrent with the recommended course of action (qualitative);
- Proposed Methodology is relevant to the tackled subject and takes into account the Iraqi institutional dimension and limitations of accessibility;
- Compliance with the proposed timeframe and relevance of detailed work plan to the implementation strategy;

**3. Bidder Profile Evaluation**

- Level of knowledge in devising Civil Service, legal aid and humanitarian aid programs;
- Past experience in civil law and humanitarian aid projects;
- Profile of Experts identified and its concurrence with set requirements (Civil law, humanitarian and social aid projects/ experience, etc.)
- Experience in Iraq / within UN system;

A General guide has been provided in DS No.25 and DS No. 32 of the RFP Data Sheet.

**The award will be done in the following manner:**

Combined Scoring method – where the qualifications and methodology will be weighted a maximum of 70%, and combined with the price offer which will be weighted a maximum of 30%;

### **6.13. Annexes to the TOR**

Not Applicable.

## Section 4: Proposal Submission Form<sup>4</sup>

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[insert: *Location*]

43T

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

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: *title of services*] in accordance with your Request for Proposal dated [insert: *Date*] 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 [insert: *period of validity as indicated in Data Sheet*].

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

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<sup>4</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

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,

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]*

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

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### Proposer Information Form<sup>5</sup>

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)		
10. 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		
14. Attached are copies of original documents of:  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> 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 <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

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<sup>5</sup> 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.



## Joint Venture Partner Information Form (if Registered)<sup>6</sup>

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>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

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<sup>6</sup> 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.

## Section 6: Technical Proposal Form

### TECHNICAL PROPOSAL FORMAT

INSERT TITLE OF THE SERVICES

**Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.**

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

### SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

*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.*

**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.

**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.

**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.

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:

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References no.1 (minimum of 3):</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.2</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.3</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	

**Declaration:**

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.

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Signature of the Nominated Team Leader/Member

Date Signed

## Section 7: Financial Proposal Form<sup>7</sup>

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

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

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

### A. Cost Breakdown per Deliverables\*

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.	10%	
2	The manual of systems, policies and procedures developed by the legal assistance service is endorsed by UNDP Iraq and by the Karikh Court and other relevant stakeholders (incl. the local bar association). This will be done through the organisation of an inception workshop bringing together all relevant stakeholders, with the view to discuss and validate the manual.	10%	

<sup>7</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

3	Establish and operate a legal assistance scheme (the 'legal help desk') at Karikh Justice Palace, providing legal information, advice and representation in appropriate criminal and family law cases	40%	
4	Develop and implement a legal training and outreach programme	30%	
5	Monthly report in accordance with the monthly report requirements	0%	
6	Submission of draft final report accepted by UNDP on the project and all project activities to UNDP Iraq	30%	
	<b>Grand Total Price in USD</b>	<b>100%</b>	<b>USD .....</b>

*\*Basis for payment tranches*

#### **B. Cost Breakdown by Cost Component:**

The rates shall be used for the price analyses and evaluation purposes or any other requirements, shall be fixed and firm for the duration of the contract and shall be inclusive of all facilities, office running cost, communication, transportation, company overheads, etc.

Under each given phase the bidder MUST provide a breakdown of cost in terms of required staff, management fees..etc... and related reimbursable costs. The below table is an example of how the breakdown should be presented.

NOTE: THE PROPOSED KEY PERSONNEL MIGHT NOT ALL BE INVOLVED AT EACH PHASE. Therefor the bidder must clearly indicate the position and percentage of input under each phase and any other related professional costs.

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.

**B.1 Cost Breakdown of Professional Fees: (to be provided under each Deliverables as applicable):**

1. Personal Cost							
No	Description of Activity	No. of Days	No. of Persons	Unit Price in USD/ Daily Rate	Monthly Rate in USD	Total Price in USD	Remarks
1.1	Project Manager						
1.2	Project Manager Assistant						
1.3	Lawyer						
1.4	Social Worker						
1.5	Chief Tech Advisor						
1.6	Outreach/ Communication Expert						
1.7	Additional personnel (if and as applicable)						If applicable to your submission, kindly list the details and periods. you can add/delete as many lines as you think appropriate and in line with your original submission
<b>Total Professional Fees in USD Under Deliverable</b> <i>(please indicate Deliverable number)</i>							

**B.2 Breakdown of Other Fees: (To be provided under each Phase as applicable):**

2. Other Cost					
No	Description of Activity	No.	Unit of Measurement	Unit Price in USD	Total Price in USD
2.1	Reproduction and Reports (if applicable)				
2.2	Administration and Management (if applicable)				
<b>Total Reimbursable Fees in USD Under Deliverable</b> <i>(please indicate Deliverable number)</i>					



**B.2 Breakdown of Reimbursable Fees: (To be provided under each Phase as applicable):**

<b>3. Reimbursable/ Training cost:</b>					
<b>No</b>	<b>Description of Activity</b>	<b>No.</b>	<b>Unit of Measurement</b>	<b>Unit Price in USD</b>	<b>Total Price in USD</b>
<b>3.1</b>	<b>Outreach / training Sessions:</b>	10	Sessions/ Each		
	a. Description of components				
	b. Description of components				
	c. Description of components				
<b>3.2</b>	<b>One day Conference</b>	1	Conference/ Each		
	a. Description of components				
	b. Description of components				
	c. Description of components				
<b>Total Reimbursable Fees in USD Under Deliverable</b> <i>(please indicate Deliverable number)</i>					

**B.4 Breakdown of Reimbursable Fees: (To be provided under each Phase as applicable):**

<b>3. Reimbursable/ Equipment's, Office Rental and Office running costs:</b>						
<b>No</b>	<b>Description of Activity</b>	<b>No.</b>	<b>Unit of Measurement</b>	<b>Unit Price in USD</b>	<b>Total Price in USD</b>	<b>Description</b>
<b>4.1</b>	Office Supplies including					
<b>4.2</b>	Furniture					
<b>4.3</b>	Equipments					
<b>4.5</b>						
<b>4.6</b>						
<b>4.7</b>						
<b>Total Reimbursable Fees in USD Under Deliverable</b> <i>(please indicate Deliverable number)</i>						

## Section 8: Contract for Professional Services

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**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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....	.....	.....	.....
....	.....	.....	.....

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.