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## Invitation Letter

Date: 01 December 2009

Dear Sir/Madam,

**Subject: Request for Proposal for Development of Baseline Documents for Pilot on Democratic Policing:**

The RFP is split into three (3) separate activities/lots with each lot having an independent technical requirements and price Schedule. Bidders may submit bid for one or all lots/activities.

Lot/activity Number	Description
LOT. 1	Needs assessment study on pilot project area
LOT. 2	Legal literacy documents on citizen's rights vis-à-vis the law enforcement agencies
LOT. 3	Document on Policing Best Practices in conflict/post conflict area

1. To enable you to submit a proposal, attached are:

<a href="#">Instructions to Offerors</a>	<a href="#">(Annex I)</a>
<a href="#">General Conditions of Contract</a>	<a href="#">(Annex II)</a>
<a href="#">Terms of Reference (TOR)</a>	<a href="#">(Annex III)</a>
<a href="#">Technical Forms</a>	<a href="#">(Annex IV)</a>
<a href="#">Price Schedule</a>	<a href="#">(Annex V)</a>
<a href="#">Model Contract for Professional Services</a>	<a href="#">(Annex VI)</a>

2. Your proposal comprising the Technical and Financial proposals must be submitted in separate sealed envelopes. Both the Technical and Financial Proposals in soft and hard copies should be placed in another sealed envelope and sent to the following address no later than **15 December 2009, 1500 hours Kabul local time**. Please arrange the dispatch

UNDP – Afghanistan  
Shah Mahmood Ghazi Watt  
Kabul, Afghanistan  
Tel: +98 20 2101 68291 Fax: +873 763 468 863

**Request for provision to Develop Baseline Documents for Pilot on Democratic Policing**



Afghanistan

of your submission allowing ample time for it to reach our offices before the deadline. Late submission will not be considered.

**Procurement Unit  
UNDP - Kabul  
Shah Mahmood Ghazi Watt  
Kabul, Afghanistan**

- 3. If you request additional information or clarification, UNDP will respond in writing to any request for clarification of that it receives earlier than one week prior to the deadline for the submission of Proposals.
- 4. You are requested to acknowledge receipt of this letter and to indicate in writing whether or not you intend to submit a proposal.

Yours sincerely,

UNDP PROUREMENT UNIT

**Acknowledged receipt:**

**Signature:** .....  
**Name and title:** .....  
**Company:** .....

YES                      **Intend to submit Proposal:**  
 NO

<b>No. of pages received:</b>	<b>Out of total</b>
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**Date:**.....

## Annex I - Instructions to Offerors

<b>A</b>	<b>Introduction</b>
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### 1. General

#### I. UNDP Mission Statement

UNDP is the UN's global development network, an organization advocating for change and connecting countries to knowledge, experience and resources to help people build a better life. UNDP is on the ground in 166 countries, working with national counterparts on their own solutions to global and national development challenges.

### 2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

<b>B</b>	<b>Solicitation Documents</b>
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### 3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

### 4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than one week prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offeror's that has received the Solicitation Documents.

### 5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offeror reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

<b>C</b>	<b>Preparation of Proposals</b>
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**6. Language of the proposal**

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

**7. Documents comprising the proposal**

The Proposal shall comprise the following components:

Technical Proposal in separate sealed envelope shall comprise of the following:

- (a) Proposal Submission Form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements. Refer to [Annex IV: Technical Forms](#)

The Financial Proposal in separate sealed envelope shall comprise of the following:

- (c) Price schedule, completed in accordance with clause 9 below. Refer to [Annex V: Price Schedule](#)

**8. Proposal form**

The Offeror shall structure the operational and technical part of its Proposal as follows:

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror’s Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly.

**9. Proposal prices**

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

#### **10. Proposal currencies**

All prices shall be quoted in **US dollars**.

#### **11. Period of validity of proposals**

Proposals shall remain valid for one hundred and twenty (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

#### **12. Format and signing of proposals**

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

#### **13. Payment**

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

<b>D</b>	<b>Submission of Proposals</b>
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#### **14. Sealing and marking of proposals**

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

UNDP Afghanistan  
Shah Mahmood Ghazi Watt,  
Kabul Afghanistan

**Request for provision for Development of Baseline Documents for Pilot Democratic Policing**

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy” and electronic copy in a CD or an external drive. The second inner envelope shall include the price schedule duly identified as such in “Original” and “Copy” and an electronic copy in a CD or an external drive.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

**15. Deadline for submission of proposals**

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **15 Dec 2009, 1500 hours Kabul Time**.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offeror s previously subject to the deadline will thereafter be subject to the deadline as extended.

**16. Late Proposals**

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

**17. Modification and withdrawal of Proposals**

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

<b>E      Opening and Evaluation of Proposals</b>
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**17. Opening of proposals**

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

## **18. Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

## **19. Preliminary examination**

UNDP will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

## **20. Evaluation and comparison of proposals**

### **Two-Stage Procedure**

The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified hereunder. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score of 70%.

**Stage 1** - The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR). Offerors, who have attained minimum 70% score in the technical evaluation, will be considered for further financial evaluation. The weights given to the Technical Proposal is 70%

**Stage 2** – All offers that attained 70% and above in the technical evaluation, will have their Financial Proposals opened. The weight given to the Financial Proposal is 30%.

The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed according to the following formula:

$S_f = 100 \times F_m / F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  the price of the proposal under consideration.

Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights ( $T$  = the weight given to the Technical Proposal;  $P$  = the weight given to the Financial Proposal;  $T + P = 1$ ) indicated in the Data Sheet:  $S = S_t \times T\% + S_f \times P\%$ , where  $T\% = 70\%$  and  $P\%$  is  $30\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiation meetings.

### Technical Evaluation Criteria

Description	Score Weight	Points Obtainable	Company/Firm				
			A	B	C	D	E
1. Experience of Offeror in developing manual and planning, organizing and conducting trainings through REFLECT methodology on violence against women and human security issues ( <a href="#">Form 2</a> )	30%	30					
2. Approach and Methodology and Work Plan ( <a href="#">Forms 3 and 6</a> )	30%	30					
3. Professional staff qualifications, competence and experience for the assignment ( <a href="#">Forms 4 and 5</a> )	40%	40					
<b>Total</b>		<b>100</b>					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Forms are:

[FORM-1 Technical Proposal Submission Form](#)

[FORM-2 Offeror's Organization and Experience](#)

[A Offeror's Organization](#)

[B Offeror's Experience](#)

[FORM-3 Description of the Approach, Methodology and Work Plan for Performing the Assignment](#)

[FORM-4 Team Composition and Task Assignments](#)

[FORM-5 Curriculum Vitae \(CV\) for Proposed Professional Staff](#)

[FORM-6 Implementation Schedule](#)

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

<b>F      Award of Contract</b>
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**21. Award criteria, award of contract**

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

**22. Purchaser's right to vary requirements at time of award**

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

**23. Signing of the contract**

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

**24. Performance security**

Within 30 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

**A - Proposal Data Sheet**

Pre-Proposal Meeting and Site Visit

**Not Applicable**

Documents forming part of the Proposal Documents

**Technical proposal consists of the following seven sections: (separate envelope) (Annex V)**

[FORM-1 Proposal Submission Form](#)

[FORM-2 Offeror's Organization and Experience](#)

[A Offeror's Organization](#)

[B Offeror's Experience](#)

[FORM-3 Description of the Approach, Methodology and Work Plan for Performing the Assignment](#)

[FORM-4 Team Composition and Task Assignments](#)

[FORM-5 Curriculum Vitae \(CV\) for Proposed Professional Staff](#)

[FORM-6 Implementation Schedule](#)

**Financial proposal consists of the following:  
(Separate Envelope)**

[Completed Price Schedule \(Annex VI\)](#)

Employer's address for the purpose of clarification of proposal documents

United Nations Development Programme (UNDP)  
Procurement Unit  
Shah Mahmood Ghazi Watt  
Kabul, Afghanistan

E-Mail: [moqim.azizi@undp.org](mailto:moqim.azizi@undp.org)

### **B - PREPARATION OF PROPOSAL**

Additional information to be submitted by Offerors	None required
The Currency of the Proposal	United States Dollars (USD) only
Period of validity of proposals	One Hundred and twenty days (120)
Consideration of alternative proposals	No

### **C - SUBMISSION OF PROPOSAL**

Employer's address for the purpose of proposal submission	United Nations Development Programme (UNDP) Procurement Unit Shah Mahmood Ghazi Watt Kabul, Afghanistan
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Tel: +93 20 2101682-91  
Fax: +873 763 468 863

**One Original and two copies to be submitted in Hardcopy  
Soft copies to be submitted in a CD or an external drive.**

<b>Deadline for Submission of Proposals</b>	<b>Time: 1500 hours Date: 15 December 2009</b>
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### **D - PROPOSAL OPENING AND EVALUATION**

<b>Venue, time and date of proposal opening</b>	United Nations Development Programme (UNDP) Procurement Unit Shah Mahmood Ghazi Watt Kabul, Afghanistan
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**Time: 1500 hours  
Date: 15 December 2009**

## **Annex II - General Conditions of Contract**

### **1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 which may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

### **3. 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. 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. 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 with the provisions of this Contract.

### **6. 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. 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. 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 work personnel's compensation insurance, or its 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 work personnel's compensation insurance, the insurance policies under this Article shall:
- (i) Name UNDP as additional insured;
  - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
  - (iii) Provide that 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 UNDP with satisfactory evidence of the insurance required under this Article.

## **9. 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 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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

## **12. 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 the United Nations in connection with its business or otherwise.

## **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

## **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

14.1 Force majeure, as used in this Article, means acts of nature, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 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 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 UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, 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.

- 14.3 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, 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.

## **15. TERMINATION**

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" 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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## **16. 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, or relating to 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**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **17. 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. 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 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 UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19 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. 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. 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. AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

## **Annex III - Terms of Reference**

**Provision to Develop Baseline Documents for Pilot on Democratic Policing with the following specific activities:**

1. Needs assessment study on pilot project area
2. Legal literacy documents on citizen's rights vis-à-vis the law enforcement agencies.
3. Document on Policing Best Practices in conflict/post conflict areas

### **A. Introduction**

One of the critical areas of work of the UNDP in Afghanistan is in the area of Crisis Prevention and Recovery, within which there are important projects as the Law and Order Trust Fund for Afghanistan (LOTFA), Counter Narcotics Trust Fund (CNTF) , Comprehensive Disaster Risk Reduction Program (CDRRP), and Afghanistan's New Beginnings Program (ANBP). The UNDP is exploring the possibility of working further to undertake institution building of the police especially in the area of improving the relationship between the police and the public. UNDP in other jurisdictions with similar socio political situations has undertaken innovative programmes to bring the law enforcement agencies closer to their people. The program is known by different names in different jurisdictions. In Afghanistan, the UNDP has undertaken a comprehensive study on Prospects of Democratic Policing in Afghanistan based on extensive field based research in select districts of Kabul. This was undertaken based primarily on Ministry of Interior (MOI's) priorities and the Ministry has shown keen interest to implement the project with the support of the UNDP.

Role of any police is to establish relations with the public, protect citizens against violence, and work as a component of the criminal justice system. The present proposal is to initiate a one year pilot project on Democratic Policing by building extensive police and community relations at the cities, towns, and villages with the purpose of enforcing rule of law combined with an elaborate public awareness program of their rights and duties which will reinforce the MoI's role to build legitimacy. Capacity development and education of the police, public, media, policy makers, civil society are vital components of the project.

Three activities are assigned under the preparation of Baseline Documents for Pilot on Democratic Policing:

1. Needs assessment study on pilot project area
2. Legal literacy documents on citizen's rights vis-à-vis the law enforcement agencies.
3. Document on Policing Best Practices in conflict/post conflict areas

The above mentioned activities will form the basis of capacity development and implementation of the overall components under the pilot for multiple stakeholders and will be the primary tool for capacity development of the pilot.

### **Vision and Objectives of Pilot:**

To establish systems and mechanisms in place to improve public confidence in the police at the local- level.

- To develop an informal yet acknowledged channel where individual and collective aspirations of community groups can be communicated to the local police and government through a democratic process.
- To develop understanding amongst the rank and file of the police towards the concerns of the community
- To promote systems which will facilitate accountable, effective and responsive policing

### **Implementers of Pilot**

Pilot will be jointly supported by the MOI and the UNDP. The implementation process will be undertaken in coordination with other bilateral agencies undertaking police reforms initiatives. Ground initiatives and outreach programs with the public and community groups will be undertaken with the newly emerging Afghanistan civil society organizations. A project implementation team currently based at the MOI, will be engaged in monitoring, coordination, periodic evaluation, and will facilitate in mid course correction and final review of the project.

### **Timeframe**

One year pilot with mid- term multi stakeholder review and an end line evaluation. Based on the outcomes of the pilot a deeper project intervention maybe implemented from year 2-4.

### **Proposed Pilot Area**

Outskirts of Kabul and surrounding areas - 17<sup>th</sup> police district of Kabul City, Mirbachakoot, Kalakaan, Guldara, Deh Sabz, Qarabagh, Shakar Dara, Istalif.

### **Synergies with other police reforms initiatives**

Synergies will be developed with other police reform initiatives that are currently underway in Afghanistan and in the Pilot jurisdictions.

### **Project components**

#### **1. Project Facilitation:**

All project activities will be coordinated by a small project team based by the MoI.

#### **2. Establish Community Security Groups and dialogue platforms.**

Community level groups will communicate with the local police/beat officer on a regular basis on policing issues and be identified as community security groups. The meetings between the CSG's and the police are to be recorded and taken up at various governance forums including grievance redressal forums.

**3. Community Level Facilitators:**

Civil Society Groups to facilitate the community-police meetings, document and also capacity build the community members, leaders and para legals.

**4. Capacity Development:**

A democratic policing initiative must have a large capacity development strategy for its various stakeholders. The capacity building maybe undertaken through workshop method which will be based on participatory learning for the following groups: Police Peer Educators, CSO's, Lawyers, Para Legals, Parliamentarians, Media and Community Security Groups? Also a large broadcast programme over radio and television will provide legal and Constitutional education to the public on citizen's rights.

**5. Initiatives at the Police Stations:**

- Defined jurisdictions established as beats with designated beat officers.
- Information desks established.
- Complaints mechanism- a standard documentation process will be explored to be established at the police station level

**6. Civilian and civil society oversight mechanism**

Two types of civil society oversight mechanisms maybe established – with Civil Society organisations and media. These two interventions are short term interventions with long term impact which maybe achieved within the pilot project. A civilian oversight mechanism such as a Police Ombudsman Office maybe initiated as a medium and a long term intervention.

**B. REQUEST FOR PROPOSAL to Develop Baseline Documents for Pilot on Democratic Policing with the following specific activities:**

**Activity 1: Needs assessment study on pilot project area**

**Activity 2: Legal literacy documents on citizen's rights vis-à-vis the law enforcement agencies.**

**Activity 3: Document on Policing Best Practices in conflict/post conflict areas**

## **Activity 1: NEEDS ASSESSMENT STUDY ON PILOT PROJECT AREA**

### 1. Background

The Needs Assessment Study is a part of UNDP's Pilot on Democratic Policing. The UNDP is exploring the possibility of working further to undertake institution building of the police especially in the area of improving the relationship between the police and the public. This is being undertaken based primarily on Ministry of Interior (MOI's) priorities.

### 1. Duration of Study

2 months

### 2. Project Area:

Outskirts of Kabul and surrounding areas - 17<sup>th</sup> police district of Kabul City, Mirbachakoot, Kalakaan, Guldara, Deh Sabz, Qarabagh, Shakar Dara, Istalif.

### 3. Details under the activity

#### **Section 1**

Prior to the implementation of capacity building programs for select citizen's groups/para legals, sensitizing police peer educators on skills to improve public interaction and further building up dialogue platforms for select citizen's groups and police, a needs assessment of the pilot area is essential to understand the social structure of the community groups, their level of legal knowledge, the tools for communication with the community groups and also to comprehend the available resources at the police station which will facilitate the police stations to become people friendly.

Also the needs assessment study will establish a baseline and target so that after implementation of the pilot phase an evaluation can be undertaken based on the ground realities that were projected during the pre – implementation phase of the pilot.

#### **Section 2**

##### **Objectives**

- To document the requirements of the community/public in terms of security and crime and the level of interaction of the people with the police personnel and the police station.
- To document the resources available to the police both in terms of infrastructure, personnel and community based resources which will help in promoting people friendly policing.
- To establish a baseline and a set of targets which can show change with innovative activities in building people and police interface.

##### **Expected Outputs**

- A report highlighting the outcomes of the Needs Assessment Study, the gaps identified in the ability of communities and the police to interface effectively; responses of duty bearers as to why people cannot access the police effectively and the suggestions of the people as to how to incorporate good practices in policing.
- Suggested indicators and targets for pilot intervention.

### **Section 3**

#### **Methodological Approach**

Both quantitative and qualitative questionnaires will be implemented amongst duty bearers and claim holders a total of 1200 questionnaires across the 8 districts mentioned for pilot. Some of the interactions with different community group members maybe implemented through focused group discussions to elicit responses of the ordinary people. While interviewing duty bearers various ranks of police personnel must be interviewed along with district government officials such as sub governor, prosecutor's, CDC members or members of IDLG.

The study will try to elicit responses on the following:

#### **Section A:**

##### **Police station & Duty Bearers**

- Resources available at the police station – human and physical (beats, information desks, trainings the personnel have undergone etc).
- No of personnel, rank structures, details on the quality of human resources available at the police station.
- Problems at the district according to the police personnel which prevents them from interacting with the people/community; how the police themselves can secure the support of the community for law and order and crime control? What is the role of the police – whether to control law and order, crime, undertake counter insurgency operations – rank them.
- Types of crime and its reporting by the community/police records;
- If crime reporting is low then where do the people go to? (from the police headquarters)
- Legal details on accused, suspects and different types of accused and their treatment on being arrested etc?

#### **Section B:**

##### **Community**

- Community groups and their importance at the village/guzar level?
- Type of population – ethnic composition based on interview of CDC or malik
- Notions of justice and legal information available with the people – eg what are their rights to go to the police – in terms of arrests, detention, search, seizure etc
- What are the community groups on the ground?
- Are there any mobilized groups?
- Do they have any engagements with any governance institutions?

- Do they meet on a regular basis? If so how many times?
- What are the common concerns of the community?
- How serious each problem is. How to prioritize problems.
- What are the groups doing about the problems?
- Do you think the local police and the people can work together?
- How can the local police and the people work together?
- Details on broadcast methods available and effective at the community level including street plays, television, radios etc.
- Details on police roles, responsibilities and visibility of the police.
- 

### **Section C:**

#### **Community/police resources:**

- Schools/health clinics
- Madarsas
- Mosque
- Rough population estimate
- Mobiles/telephones available within the community?
- Does the police station have its own premises? How many rooms? How many personnel? Whether toilet is available?
- Does the police station have an information desk?
- Are there telephone, wireless; how many personnel have mobiles at the police station?
- Are you aware of any local organizations working in the area of health, literacy, livelihood issues at the village or district level?
- Does any NGO/CSO visit the village on a regular basis?

The reporting and analysis of the needs assessment will be undertaken through:

**1. Observations:** information from observations about conditions in the community.

Observations support while preparing the detailed needs assessments to identify local problems in the community.

**2. Interviews:** small bits of information through question and answers which provide a wide range of sources including Police Officers, businesses people/traders/store owners,youth, elderly community based organizations/shuras/malik, recent immigrants, leaders of places of worship and women wherever possible

**3. Documents/reports:** to be taken into consideration especially if similar interviews etc have been conducted

**4. Assessment:** the last step is where the observations and the interviews are processed and analysed. The tools for the preparation of the needs assessment report are thorough documentation, interviews, statistics (where ever available) and synthesis.

### **Section 4**

#### **Proposed Activities**

1. **Prepare draft questionnaire for quantitative and qualitative study:** The primary agency to whom the survey is contracted will prepare draft questionnaire for the claim holders and duty bearers in consultation with the UNDP. This will be shared at a consultation meeting.
  
2. **Organise an orientation meeting for all agencies conducting the study in each district with the field investigators:** Before beginning the study, a two day orientation meeting will be held at which all the agencies conducting the study in the seven districts will be present. The agencies will be given an orientation on the objectives, outcomes and process of the study. The draft questionnaire will be discussed and finalized. Besides orienting the agencies, this meeting will ensure that they all have a common understanding about the project. The primary study partner must organize the meeting.
  
3. **Select coverage/area of the study:** Villages/neighbourhoods will be identified from the 8 districts identified for the pilot. All the three target groups: people belonging to the communities; CBOs/ CSOs; and duty bearers will be studied in these areas. While interviewing duty bearers, the various ranks of police personnel must be interviewed along with district government officials such as sub governor, prosecutor's, CDC members or members of IDLG.
  
4. **Organise one workshop with relevant CSO/CBOs, MoI, UNDP and other stakeholders to share results and findings of the study.**
  
5. **Preparation and finalization of report** and also building awareness of the results for different CSO/government and other stakeholders who will be involved in the pilot on Democratic Policing.

**Activity: 2 Legal literacy documents on citizen's rights vis-à-vis the law enforcement agencies.**

**Section 1:**

The United Nations Development Programme (UNDP) invites proposals from organizations including Non-Governmental Organizations and academic/legal literacy training/research institutions for the preparation of a legal document on citizen's rights while interfacing with the police and other law enforcement agencies in Afghanistan.

This document will be part of the legal literacy material which is being developed under UNDP's Pilot on Democratic Policing. The UNDP is exploring the possibility of working to undertake institution building of the police especially in the area of improving the relationship between the police and the public. For this purpose it will be essential for the people especially citizens as well as the police and other law enforcement agencies to know the legal provisions for upholding people's rights in the country. Since law and legal documents are difficult for ordinary citizens to understand, this document should be developed in simple language with illustrations and anecdotes so that it is easy to read and comprehend. The document will be used as a base to develop products on the media and alternate media to widely disseminate the information across select regions in Afghanistan and across the country. It is envisaged that as a part of this task, two documents will be prepared, (1) a detailed question-answer format with illustrations and anecdotes on rights of citizens while interfacing with the police and other law enforcement agencies. (2) Also a two page document will be prepared based on the first document in a pamphlet format within two A4 size pages providing only critical details on rights vis a vis the citizens and the police.

**Duration**

- First draft (in English) of two documents discussed at a workshop – within 21 working days.
- Finalisation of the document within 5 working days
- Translation of documents to Dari /Pashtu within 15 working days
- Validation and finalization of Dari/Pashtu documents 4 working days
- Printing of 250 document (question-answers on citizen's rights) within 7 working days.
- The final documents including printed versions must be prepared within 2 months from the time the work is commissioned.

The organization is responsible for achieving the objectives under this assignment and reporting (i.e. providing monthly updates, one English draft in questions – answer format on citizen's rights vis-vis the police and other law enforcement agencies, a draft English two page – A4 size document based on the question-answer document and translated versions of both the mentioned documents to Dari & Pashtu and a final report after closure). The property right of the proposal rests with the organization.

## **Section 2**

### **Objectives**

- To identify rights of the people especially citizens and non citizens while interfacing with the police and other law enforcement agencies.
- To prepare a tool on legal education which will be used legal literacy and education programs.

### **Expected Outputs**

- The following products should be prepared (1) one draft document in question-answer format on laws and legislations in English (2) two page easy to read pamphlet format in draft copy in English.
- Both of the above documents to be translated to Dari and Pashtu.
- Electronic format of both documents including illustrations to be provided at the end of the work.
- The document must be written in simple language after extensive research of the legal documents of Afghanistan such as Criminal Procedure Code, Penal Code, NDS Act, Constitution, Police Act of Afghanistan etc.
- The document must clearly clarify the various stages where there is an interface of the citizens/others (as mentioned above) and the law enforcement agencies such as during search, seizure, arrest, detention, police operations etc.
- The documents must clearly provide a section on rights of the vulnerable people vis- a- vis the police and other law enforcement agencies such as women, non-citizen's, children, disabled and any other groups prevalent.
- The document must also clearly illustrate how to identify the various officials of the law enforcement and the police.
- Examples and anecdotes must be provided wherever possible as examples while providing the details of the legislations.
- Illustrations and drawings maybe used which will be in context to the document which is under preparation.

## **Section 3**

### **Methodological Approach**

#### Proposed activities

- Scrutinize legal documents such as Criminal Procedure Code, Penal Code, NDS Act, Constitution, Police Act of Afghanistan and any other document which is relevant.
- Establish links with agencies and organizations who work closely with the law enforcement and the police to collect relevant anecdotes and illustrations.
- Organize a working group with lawyers, academicians and NGO partners to validate the documents after the preparation of the first draft.
- Finalise the draft in English and translate it to Dari.
- After translation of Dari version it must be validated at a working group.

- After approval from the UNDP, 250 copies of the question-answer document will be printed.

## **Section 5**

### **Reporting and Monitoring Arrangements**

The organization will be required to produce:

1. One progress report on the assignment progress, achievements and challenges faced. The study will be closely coordinated by the Project Team of UNDP. Monthly progress updates to be provided.
2. Two meetings organized by the organization with participants from the legal field, NGO etc will help to validate a document in English and a document in Dari (the details are discussed above).
3. A closure financial and assignment report must be sent to UNDP within not more than 10 working days after the completion of the project.

### **Activity 3: Document on Policing Best Practices in conflict/post conflict areas**

UNDP Afghanistan is desirous of obtaining the services of a research organization or academic institution or independent experts who are closely associated with an academic institution or research organization for the preparation of a document on Policing Best Practices in Conflict/Post conflict areas for a period of 30 work days. The work will primarily entail desk research which can be undertaken at home base for 21 days. The finalization of the paper to be undertaken over 9 work days in Kabul by one expert.

The agency or independent consultant/s will work under the direct guidance and management of the NPO, CPRU/UNDP and the staff of Democratic Policing. The research will be undertaken and completed within 30 work days. The primary responsibility is to produce a paper on “Policing Best Practices in conflict and post conflict areas”. At the end of the period of work there should be a succinct paper, 2 or more presentations to varied audiences in Afghanistan that will be organized by Democratic Policing Project Staff.

#### **Specific details of the assignment:**

1. Prepare a document on “Policing Best Practices” with examples of good practices in policing from conflict and post conflict situations which are similar to Afghanistan.
2. The document should be an advocacy tool which should highlight the principles of democratic policing -
  - Practice equality
  - Accountable/transparent
  - Zero corruption
  - Effective/responsive/efficient
  - Peoples participation
  - Respect for diversity
  - Protect human rights
  - Encourage human potential at grassroots.

The document must potentially emphasize through examples how the police are obligated to uphold the mandate of civilian law and order duties.

This tool will be used at workshops to discuss good policing and will facilitate in building a “ginger” discussion group in the country. The main topics it should cover – are good practices in public participation in policing, reduced corruption, accountability, civilian policing, innovative practices which have limited financial implications, discussion on police budget in the public domain etc. The audiences for the tool are Parliamentarians, media, civil society organization and NGO’s and senior government officials.

The first draft of the paper shall be submitted to the UNDP within 21 days of commencement of the work. The UNDP will respond to the paper within 7 working days. Thereafter the expert/representatives of the organization/agency will be asked to travel to Kabul. In Kabul the expert will make two or more presentations to varied audiences and also work to simplify the paper according to the ground requirements. The expert will be based in Kabul for 9 work days. The Consultant will finalise the document which will finally be translated to Dari/Pashtu by the UNDP.

### **Specific Outputs**

- A research paper on “Policing Best Practices in conflict/post conflict areas”
- A simplified version for translation purposes
- A presentation format of the paper

### **Reporting Relationship**

Report to the National Programme Officer, CP&R Unit UNDP and to the staff of the Democratic Policing Project.

### **Competencies**

The research/academic institution or independent experts must have the following core competencies:

- The ability to undertake research on policing through the research/academic institution or independent experts networks and identify good policing practices from conflict and post conflict areas.
- The ability to extensively undertake web research.
- Have excellent coordination and writing skills.
- Must have cultural, gender, religion, race sensitivity and adaptability.
  
- In-depth understanding of the Mandate of the UN is essential
  
- Knowledge and understanding of theories, concepts and approaches relevant to democratic policing;

### ***Experience***

The research/academic institution or independent experts must have at least 5 years research experience in the area of security sector and police reforms with knowledge on conflict/post conflict and transition societies. Practitioners on police reforms programmes will be beneficial.

### ***Language Requirements***

Proficiency in English language (both oral and written) is essential.

### **C. Implementing partner**

(Fill the form 2A and 2B along the requirements mentioned here)

UNDP/CPRU Democratic Policing Pilot invites proposals with detailed budget breakdown from local NGOs or academic institutions or international NGO's with Afghan partners to plan, design and implement the above interventions in close coordination with the UNDP and Ministry of Interior Affairs for activity components 1 & 2 (viz. Needs assessment study on pilot project area and Legal literacy documents on citizen's rights vis-à-vis the law enforcement agencies). While for component 3, international organizations, NGO's or individual researchers linked to research agencies, academic institutions or any other may apply to prepare a document on Policing Best Practices in conflict/post conflict areas. Each organization/agency may bid for more than one activity depending on its capacity and expertise.

The potential implementing partner must meet the following criteria:

For activities under 1 & 2 components:

- Legally established and registered with the relevant government authority
- Extensive experience in working with legal issues and community groups in Afghanistan
- Experience of working with communities, including marginalized and women at the grassroots for the purpose social organizing

For all three (viz 1,2,&3 activity components).

- Demonstrable understanding of human security and rule of law
- Demonstrable respect for diversity at the workplace, having internal institutional mechanisms to mainstream gender equality and diversity (eg, gender policy, code of conduct, etc)
- Networking linkages with the legal, police agencies, human rights organizations and research agencies with demonstrable ability to facilitate formation of alliances
- Knowledge of Afghan laws specifically relevant to legal rights of citizens, Police Act and Constitution
- Specific details further provided under each pilot activity.

### **D. Approach and Methodology**

(Prepare the form 3 as per the format given under this section)

The proposal must have following structure:

1. Name and address of the organization
2. Head of the organization and contact details (email, tele, mobile)
3. Contact person for the project and contact details (email, tele, mobile)
4. Project & Activity Title (an agency/organization may apply for more than one activity under this proposal)
5. Summary:
  - 5.1. List of key objectives (based on the aims mentioned in the concept detailed above)

- 5.2. List of results or outcome (based on the outputs specified in this terms of reference)
- 5.3. List of the main activities
6. Justification for undertaking the activities
7. Activity planning and stakeholder participation and related needs and constraints
8. Detailed description of activity (depending on the activity being chosen for interest in implementation).
  - Activity 1 with detailed information on the profile of the target group
  - Activity 2
  - Activity 3
9. Implementation methodology depending on Pilot activities:
  - 9.1. Methods
  - 9.2. Rationale for choosing the methods
  - 9.3. Coordination (identification of stakeholders and role of each stakeholder. This should match the results framework given below)
  - 9.4. Testing and review of the material
10. Monitoring and evaluation (specify the expected role of each stakeholder in monitoring and evaluation:
  - 10.1. Activities monitoring system to keep implementation on track
  - 10.2. Assumptions, risks and risk mitigating measures for each of the identified risks (This should match the results framework given below)
  - 10.3. Any special monitoring mechanism
  - 10.4. Joint review mechanisms and frequency of review
  - 10.5. Joint evaluation
11. Human resources required for the implementation (see form)
12. Wider effects and expected impact of the activities (on the beneficiaries as well as how the activities will impact on the work of the implementing partners)
13. Capacity of the implementing civil society partner (specify how you meet each of the selection criteria for the implementing partner; submit the documents for the purpose of verification)
14. Replicability and sustainability (including how the issue of ownership by the project outcome and what has to be done to ensure long term acceptance of the results)
15. Result framework (add as many rows as necessary) (For the purpose of the Operational and technical part of the Proposal which is to be submitted in a separate envelope, fill the results framework leaving the column resource empty and include it in the envelope. For the purpose of the Financial Proposal which is to be submitted in a separate sealed envelope, fill all the columns of the results framework including resources and include it in the envelope)

Outcome (or result) 1:				Monitoring and Evaluation					
Sub-outcome	Outputs	Partners and role	Resource	Indicator	Baseline	Verification means	Assumptions	Risks	Mitigating measures
1.1	1.1.1		To be left blank						
	1.1.2								

1.2	1.2.1		To be left blank							
	1.2.2									
<b>Outcome (or result) 2:</b>				<b>Monitoring and Evaluation</b>						
<b>Sub-outcome</b>	<b>Outputs</b>	<b>Partners and role</b>	<b>Resource</b>	<b>Indicator</b>	<b>Baseline</b>	<b>Verification means</b>	<b>Assumption</b>	<b>Risks</b>	<b>Mitigating measures</b>	
2.1	2.1.1		To be left blank							
	2.1.2									
2.2	2.2.1		To be left blank							
	2.2.2									

### E. Team Composition and Tasks

(Fill the details in the format given in form 4)

The proposal should include the list of key staff and their roles and responsibilities in relation to the project.

### F. Qualification of Key Staff

(Use the CV format given in the form 5)

The implementing partner must have staff with extensive skills and capacities in the following areas:

1. Theoretical and practical understanding of understanding of human security and rule of law in Afghanistan
2. Legal understanding of the rights of citizens and the working of the police in Afghanistan
3. Theoretical and practical experience of using participatory assessment and evaluation methods

### G. Implementation Plan

(Use the format given in the form 6)

The implementing partner must submit a detailed work/implementation plan. The plan, however, will remain subject to approval by the MoIA. The implementing partner should be prepared to accommodate amendments in the work/implementation plan even after its approval if such a request is made by the MoIA and UNDP. Any such request for amendment if requested by the MoIA will have to be first approved by Democratic Policing Pilot/UNDP and it will be UNDP's responsibility to negotiate the amendment with the implementing partner.

### H. Budget

(to be prepared as per ‘Annex VI: Price Schedule’ and the result framework)

The prospective implementing partner should submit a financial proposal that is fully in line with the Operational and Technical Proposal and itemized. The financial proposal should include the results framework with the resources (financial, human, any other) mentioned against each outcome:

<b>Outcome (or result) 1:</b>				<b>Monitoring and Evaluation</b>					
<b>Sub-outcome</b>	<b>Outputs</b>	<b>Partners and role</b>	<b>Resource</b>	<b>Indicator</b>	<b>Baseline</b>	<b>Verification means</b>	<b>Assumption</b>	<b>Risks</b>	<b>Mitigating measures</b>
1.1	1.1.1		<b>Financial:</b> <b>Human:</b> <b>Any other:</b>						
	1.1.2								
1.2	1.2.1		<b>Financial:</b> <b>Human:</b> <b>Any other:</b>						
	1.2.2								
<b>Outcome (or result) 2:</b>				<b>Monitoring and Evaluation</b>					
<b>Sub-outcome</b>	<b>Outputs</b>	<b>Partners and role</b>	<b>Resource</b>	<b>Indicator</b>	<b>Baseline</b>	<b>Verification means</b>	<b>Assumption</b>	<b>Risks</b>	<b>Mitigating measures</b>
2.1	2.1.1		<b>Financial:</b> <b>Human:</b> <b>Any other:</b>						
	2.1.2								
2.2	2.2.1		<b>Financial:</b> <b>Human:</b> <b>Any other:</b>						
	2.2.2								

The financial proposal should take into account all the costs including transportation costs wherever necessary (please see the details of the activities) from and to districts in Kabul. The transportation from and to by road is paid on actual basis. The prospective implementing partner should indicate on a separate sheet time and frequency of invoices. The time and frequency of invoice submission should match with the delivery of the outputs.

## **Annex IV – Technical Forms**

*[Comments in brackets [ ] provide guidance to the short listed Offeror for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]*

Technical proposal consists of the following seven sections:

FORM-1 [Proposal Submission Form](#)

FORM-2 [Offeror's Organization and Experience](#)

[A Offeror's Organization](#)

[B Offeror's Experience](#)

FORM-3 [Description of the Approach, Methodology and Work Plan for Performing the Assignment](#)

FORM-4 [Team Composition and Task Assignments](#)

FORM-5 [Curriculum Vitae \(CV\) for Proposed Professional Staff](#)

FORM-6 [Implementation Schedule](#)

**FORM-1 Proposal Submission Form**

[Location, Date]

To: UNDP  
Kabul.

Dear Madam(s) and Sir(s):

We, the undersigned, offer to provide Request for Proposal for provision to Develop Baseline Documents for Pilot on Democratic Policing under the following activities:

1. Needs assessment study on pilot project area
2. Legal literacy documents on citizen's rights vis-à-vis the law enforcement agencies.
3. Document on Policing Best Practices in conflict/post conflict areas

dated [Insert Date]. We are hereby submitting our Proposal (mention the activity components), which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

E-mail address and telephone number: \_\_\_\_\_

Address: \_\_\_\_\_

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

## **Form -2 Offeror's Organization and Experience**

### **A – Offeror's Organization**

1. *[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment]*

*(Meet the requirement under the section 'Implementing Partner' given in the ToR)*

**B – Offeror’s Experience**

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.*

Assignment name:	Approx. value of the contract (in current US\$ ):
Country: Location within country:	Duration of assignment (months):
Name of Offeror:	Total N <sup>o</sup> of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ ):
Start date (month/year): Completion date (month/year):	N <sup>o</sup> of professional staff-months provided by associated Offeror s:
Name of associated Offeror’s, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Offeror’s Name: \_\_\_\_\_

**Form -3 DESCRIPTIONS of Approach, Methodology and Work Plan for Performing the Assignment**

(Use the format given in the ToR for section (a) Technical Approach and Methodology)

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- a) *Technical Approach and Methodology,*
- b) *Work Plan, and*
- c) *Organization and Staffing,*

a) *Technical Approach and Methodology.* *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

b) *Implementation Plan.* *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed implementation plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible implementation plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The implementation plan should be consistent with the Implementation Schedule of Form TECH-6.*

c) *Organization and Staffing.* *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*



**Form -5 Curriculum Vitae (CV) for Proposed Professional Staff**

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_

2. **Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_  
 \_\_\_\_\_

3. **Name of Staff** [*Insert full name*]: \_\_\_\_\_

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_  
 \_\_\_\_\_

6. **Membership of Professional Associations:** \_\_\_\_\_  
 \_\_\_\_\_

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]:  
 \_\_\_\_\_  
 \_\_\_\_\_

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: \_\_\_\_\_  
 \_\_\_\_\_

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_  
 \_\_\_\_\_

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p> <p>[<i>List all tasks to be performed under this assignment</i>]</p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p>[<i>Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.</i>]</p> <p>Name of assignment or project: _____</p>
--	---

	Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
--	---

**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself/the staff, my/her or his qualifications, and my/her or his experience. I understand that any wilful misstatement described herein may lead to my/organization's disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]* *Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

**Form -6 Implementation Schedule**

N°	Activity <sup>1</sup> (Add as many rows or sub-rows as required)	Weeks (Start and Completion <sup>2</sup> )																								
		Month 1				Month 2				Month 3				Month 4				Month 5				Month 6				n
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
<b>1.</b>	<b>Phase I: Planning</b>																									
1.1.																										
1.2.																										
1.3.																										
1.4.																										
1.5.																										
1.6.																										
<b>2.</b>	<b>Phase II: Implementation</b>																									
2.1.																										
2.2.																										
2.3.																										
2.4.																										
2.5.																										
2.6.																										
2.7.																										
<b>3.</b>	<b>Monitoring and Evaluation</b>																									
3.1.																										
3.2.																										
3.3.																										
3.4.																										
n																										

<sup>1</sup> Indicate all main activities of the assignment as required under the section D.9. of the ToR and all other key project cycle management activities delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals (eg, draft curricula, curricula test report, draft manual, community policing mobilization plan, police and women’s organization networking plan, etc). For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

<sup>2</sup> Duration of activities shall be indicated in the form of a bar chart

## Annex V – Price Schedule

[Location, Date]

To: UNDP

Dear Madam(s)/Sir(s):

We, the undersigned, offer to develop (one or more components, please specify) under Baseline Documents for Pilot Democratic Policing under the following activities:

1. Needs assessment study on pilot project area
2. Legal literacy documents on citizen's rights vis-à-vis the law enforcement agencies.
3. Document on Policing Best Practices in conflict/post conflict areas

In accordance with your Request for Proposal and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is inclusive of the local taxes.

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

---

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18.

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

All human resource costs (fees and salaries) should be listed separately.

All similar costs should be budgeted in a single block.

All Monitoring and evaluation costs should be listed separately.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses (which includes boarding-lodging, food, etc) should be listed separately.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

The Financial Proposal should be prepared in MS Excel and formulas should be used for calculations.

In addition to the hard copy, an electronic copy of the financial proposal should be submitted.

## Summary of Prices

Description	Total Cost USD
1. Fees and Salaries	
2. Total Cost .....	
3. Total Cost .....	
4. Total Cost Monitoring and Evaluation	
5. Travel and other expenses	
<b>Total Cost</b>	

Salaries/Fees				
Description of Activity/Item (add as many line heads and line items as required)	Number/ unit	Rates (USD per Unit)	Weeks	Total Amount (unit x rate x week) (USD)
<b>1. Line head (eg, Meetings)</b>				
1.1 Line item (eg, discussions or workshops)				
1.2				
1.3				
<b>2. Line head (eg, Salaries)</b>				
2.1				
2.2				
2.3				
<b>Total Cost</b>				

Phase I:				
Description of Activity/Item (add as many line heads and line items as required)	Number/ unit	Rates (USD per Unit)	Weeks	Total Amount (unit x rate x week) (USD)
<b>3. Line head (eg, Fees/Salaries)</b>				
3.1 Line item (eg, hiring lawyer)				
3.2				
3.3				
<b>4. Line head</b>				
4.1				
4.2				
4.3				
<b>Total Cost</b>				

<b>Phase II:</b>					
	<b>Description of Activity/Item</b> (add as many line heads and line items as required)	<b>Number/ unit</b>	<b>Rates (USD per Unit)</b>	<b>Weeks</b>	<b>Total Amount (unit x rate x week) (USD)</b>
<b>5.</b>	<b>Line head (eg, Pilot testing)</b>				
5.1	Line item				
5.2					
5.3					
<b>6.</b>	<b>Line head (eg,)</b>				
6.1					
6.2					
6.3					
<b>7.</b>	<b>Line head (eg)</b>				
7.1					
7.2					
<b>Total Cost</b>					

<b>Monitoring and Evaluation:</b>					
	<b>Description of Activity/Item</b> (add as many line heads and line items as required)	<b>Number/ unit</b>	<b>Rates (USD per Unit)</b>	<b>Weeks</b>	<b>Total Amount (unit x rate x week) (USD)</b>
<b>8.</b>	<b>Line head</b>				
8.1	Line item				
8.2					
8.3					
<b>9.</b>	<b>Line head</b>				
9.1					
9.2					
9.3					
<b>Total Cost</b>					

	<b>Description of Activity/Item</b> (add as many line heads and line items as required)	<b>Number/ unit</b>	<b>Rates (USD per Unit)</b>	<b>Weeks</b>	<b>Total Amount (unit x rate x week) (USD)</b>
<b>8.</b>	<b>Line head (eg, travel)</b>				
8.1	Line item				
8.2	Line item				
8.3	Line item				
8.4	Line item				
<b>9.</b>	<b>Line head (eg, Implementing partner (name of the implementing organization) travel )</b>				
9.1	Line item				
9.2	Line item				
9.3	Line item				
9.4	Line item				
<b>Total Cost</b>					

## **Annex VI – Model Contract for Professional Services**

**United Nations Development Programme**

Sustainable human development

Date \_\_\_\_\_

Dear Sir/Madam,

Ref.: \_\_\_\_\_/ \_\_\_\_\_/ \_\_\_\_\_ **[INSERT PROJECT NUMBER, TITLE AND ACTIVITY 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 technical proposal [ref....., dated .....], as clarified by the agreed minutes of the negotiation meeting [dated.....], both documents not attached hereto but known to and in the possession of both parties.
- 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:

Name    Specialization    Nationality    Period of service

....    .....    .....    .....  
....    .....    .....    .....

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.

### 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]**.
- 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.

4.1.1. 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.

4.1.2 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.

4.2 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.

4.2.1 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.

4.3 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.

4.4 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.

4.5 The amounts of the payments referred to shall be fifteen percent of the contract value (15%) subject to a deduction of fifteen (15%) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

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

**For the UNDP:**

\_\_\_\_\_ **[INSERT CONTRACT REFERENCE & NUMBER]**

<b>Telex:</b>	<b>Fax:</b>	<b>Cable:</b>
---------------	-------------	---------------

**For the Contractor:**

**[INSERT NAME, ADDRESS AND TELEX, FAX AND CABLE NUMBERS]**

<b>Name:</b>
<b>Address:</b>

<b>Telex:</b>	
<b>Fax:</b>	
<b>Cable:</b>	

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 TITLE]**

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

Agreed and Accepted:

Signature \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_