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	<b>CHECK LIST FOR COMPLETE BID SUBMISSION*</b>	<b>Provided</b>	
		Yes	No
<b>A</b>	BID IS PROPERLY SEALED		
<b>B</b>	LANGUAGE OF BID IS AS REQUESTED (ENGLISH)		
<b>C</b>	HARDCOPY ONE (1) ORIGINAL AND ONE (1) COPY		
<b>D</b>	DOCUMENTS AND ENVELOPES SHALL BE MARKED "ORIGINAL" AND "COPY" AS APPLICABLE		
<b>E</b>	TECHNICAL AND FINANCIAL PROPOSALS ARE IN SEPARATE ENVELOPE AND SHALL BE MARKED WITH "RFP NO: UNDPAFG/2010/0074 JUSTICE AND HUMAN RIGHTS IN AFGHANISTAN (JHRA)-DISTRICT LEVEL COMPONENT (DLC)  "COPY"OR ORIGINAL AS APPLICABLE		
<b>F</b>	<b>TECHNICAL ENVELOPE</b>		
	Form-1 Technical Proposal Submission Form		
	FORM-2 Offeror's Organization and Experience A Offeror's Organization B Offeror's Experience		
	FROM-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 Staffing Schedule		
	FORM-7-Implementation Schedule		
<b>G</b>	ATTACHMENT V- Price Schedule (in separate envelop)		

# Request for Proposal (RFP)

## Invitation Letter:

**REFERENCE NO. UNDP/AFG/2010/0205**

**Peace through Justice Joint Programme (PtJ)**

Thursday, 29 July, 2010

Dear Sir/Madam,

**Subject: RFP for Conducting Public Awareness Raising on Human and Legal Rights in Afghanistan.**

1. You are requested to submit a proposal for the provision of conducting public awareness raising on human and legal rights in Afghanistan as per enclosed Terms of Reference (TOR):
2. To enable you to submit a proposal, attached are:
  - i. Instructions to Offerors ..... (Attachment I)
  - ii. Background information ..... (Attachment II)
  - iii. Terms of Reference (TOR)..... (Attachment III)
  - iv. General Conditions of Contract..... (Attachment IV)
  - v. Technical Forms..... (Attachment V)
  - vi. Price Schedule..... (Attachment VI)
  - vii. Model Forms..... (Attachment VII)

3. Your proposal should reach the following address no later than **1<sup>st</sup> September, 2010** on or before 15:00 hours, local time Kabul:

**United Nations Development Programme (UNDP)**  
**Shah Mahmood Ghazi Watt**  
**Kabul, Afghanistan**  
**Attention: Procurement Unit**  
**Email: [procurement.af@undp.org](mailto:procurement.af@undp.org)**  
**Telephone: +93 20 2101682-91**  
**Fax: +873 763 468 836**

Pre-Proposal Meeting Date

**Place: UNDSS Meeting Room**  
UNDP – Afghanistan  
Shah Mahmood Ghazi Watt  
Kabul, Afghanistan  
**Date: 5 August 2010**  
**Time: 10:00 AM**

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

Ms. Loverne Scott-Heron  
Procurement Specialist

# Attachment I

## **Instructions to Offerors**

### **A. Introduction**

You are requested to submit a proposal for conducting public awareness raising activities on human and legal rights in Afghanistan's six provinces of Badghis, Daikundy, Ghor, Laghman, Panjsher and Sar-e-Pul.

**(Technical and Financial proposals should be in Separate Envelopes.)**

Bidders must offer complete Bids. Partial bidding is allowed, i.e. Bidders are permitted to bid for each Lot separately. However Bidders shall not submit incomplete bid within each Lot, that is each Lot technical and financial information shall be provided in their entirety. **Electronic proposal are not acceptable.**

1.	<b>Lot( 1):</b> <i>Carry out public awareness raising on constitutional and legal rights of the citizens through mass media programmes (radio, newspaper publications and inserts etc)</i>
2.	<b>Lot (2):</b> <i>Conduct for district/ community training on legal literacy and legal rights education activities in the primary and secondary schools</i>

### **2. Cost of proposal**

The proposer shall bear all costs associated with the preparation and submission of the Proposal. UNDP will be in no case responsible or liable for those costs.

### **B. Preparation and contents of Proposals**

#### **3. Language of the Proposal**

The proposals prepared by the proposers and all correspondence and documents relating to the proposal shall be in the English language.

#### **4. Proposal content**

The proposal shall include, but not limited to the following information:

##### **4.1 Proposal submission form (Attachment V)**

##### **4.2 Profile of the firm**

The proposal should include a description of the firm's profile and provide the following information:

- a) A description of the firm's experience in conducting public awareness raising on human and legal rights, with particular focus on gender justice, women's and children's rights, and providing related services to international development agencies or organizations, and the nature of the services rendered.
  - i. A specific listing and description of engagements, current or prior, in the UN or UNDP funded activities, if any;
- b) The NGO profile indicating the management structure, number of staff, core areas of expertise and experience that includes gender and past success on capacity building with a focus on women and children, number of years in conducting training/public awareness activities should also be provided (maximum two pages).

- c) CVs of the personnel who are going to conduct the proposed actions and/or manage the project include a gender balance of experts and demonstrable gender expertise in the area of women’s and children’s rights and protection.
- d) Copy of the NGO’s registration form signed by the relevant local authorities in Afghanistan valid for the duration of the project.
- e) Past successful experiences (names of project, brief description, contact persons, agency/organization) in conducting the above proposed activities (maximum two pages)
- f) Five reference letters from the agencies/organization for which the NGO has implemented past projects.
- g) Experience in building capacity of national institutions and conducting awareness raising activities on human and legal rights in post conflict countries.
- h) A brief description of the firm’s current standards; promotion policies and continuing professional education / training policy

#### 4.3 Public Awareness Raising approach and methodology

The proposal should describe the approach and methodology that will be applied by the NGO/ CSO to meet the objectives and scope of the public awareness raising on human and legal rights to the justice sector staff, religious and community leaders, students in primary and secondary schools, village/community public and mass media campaigns in Afghanistan. A narrative of proposed actions and strategies of reaching the expected results and a detailed work-plan with separate lines for each proposed action and corresponding timeframes. The timeframe should be represented on a week-by-week basis. The NGO profile indicating the management structure, number of staff, core areas of expertise and experience that includes gender and past success on capacity building with a focus on women and children, number of years in conducting training/public awareness activities should also be provided. CVs of the personnel who are going to conduct the proposed actions and/or manage the project include a gender balance of experts and demonstrable gender expertise in the area of women’s and children’s rights and protection. This section should demonstrate the proposal’s responsiveness to the specification mentioned in the ToR, by identifying the specific components proposed, addressing the requirements, as specified, point by point; and demonstrating how the proposed methodology meets or exceeds the specifications.

#### 4.4 Public Awareness Raising Schedule

- a) The proposal should include a detailed schedule of all the steps involved in the execution of the public awareness raising as per the task ToR.

#### 4.5 Price Schedule

- a) The ToR provides background information on the nature and volume of the work regarding the public awareness raising, which would serve in the assessment of your time-effort and related fees. This information shall be kept confidential by your firm and used solely in response to the present Request for Proposal.
- b) The fees proposed must be a total “fixed price” quotation indicating the overall total amount in US dollars. The total fees as quoted by your firm to UNDP for the purpose of the present RFP shall be firm and final.
- c) All prices quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in clause 18 of the General condition for contract (Attachment IV).
- d) The calculation of fees should indicate the all-inclusive cost in US dollars and an estimate of the time-effort to be allocated for the services, expressed in number of working days by designation of staff performing the tasks.

Designation	No. of staff	No. of working days	Daily rate	Total fee(s)
Incidental expenses: [itemize expenses]				
Total fees proposed				

#### 5. Period of validity of proposals

Proposals shall remain valid for a period of sixty (60) days from the date fixed for opening of proposals in the Request for Proposal. A proposal valid for a shorter period may be rejected by UNDP on the grounds that it is non-responsive.

6. Comprehensive and concise proposals

Proposers must provide all requisite information under this RFP and clearly and concisely respond to all points set out in this RFP. Any proposal, which does not fully and comprehensively address this RFP, may be rejected. Proposers should also limit their proposals to the requirements of this RFP. Unnecessary elaborate brochures and other presentation beyond that sufficient to constitute a complete and effective proposal are not encouraged.

7. Confidentiality

This RFP is communicated to and received by each addressee thereof on the understanding and condition that it is confidential and proprietary to UNDP, and contains privileged information. No information contained in the RFP may be copied, exhibited or furnished to others without the prior written consent of UNDP. Proposers will be bound by the contents of this paragraph whether or not they submit a proposal or respond in any other way to this RFP.

UNDP will not return proposals received. These proposals shall be kept confidential for the sole and internal consideration of UNDP.

8. Modification of request for proposals

UNDP reserves the right to modify or exclude any consideration, information or requirement contained in this RFP and to add new considerations, information or requirements at any stage of the procurement process, including negotiations with proposers, at any time before any contract is awarded for the survey services detailed in this RFP.

**C. Submission of Proposals**

9. Format of proposals

Proposals in response to the present request must be delivered in **2 (two) hard copies**, clearly marked "Original Proposal" and "Copy" as appropriate. In the event of any discrepancy between them, the original proposal shall govern.

10. Deadline for submission of Proposals

The proposals stipulated in paragraph 9 shall be delivered in a sealed envelope of package marked "conducting public awareness raising on human and legal rights in Afghanistan". Proposals should reach the following address no later than **1<sup>st</sup> September 2010** on or before 15:00 hours, local time Kabul:

**United Nations Development Programme (UNDP)**  
**Shah Mahmood Ghazi Watt**  
**Kabul, Afghanistan**  
**Attention: Procurement Unit**  
**Email: [procurement.af@undp.org](mailto:procurement.af@undp.org)**  
**Telephone: +93 20 2101682-91**  
**Fax: +873 763 468 836**

It is the exclusive responsibility of the proposers to ensure that their proposal reaches the above address before the stipulated deadline. Proposals received after the deadline will be rejected.

11. Clarifications of request for proposal

Questions on any part of this Request for Proposal should be submitted, in writing, to nadir Nassih, Procurement Officer, UNDP Afghanistan. Responses, as appropriate, will be copied to all other firms invited to submit a proposal. Questions may be sent via email at [nadir.nassih@undp.org](mailto:nadir.nassih@undp.org).

#### D. Opening and Evaluation of Proposals

##### 12. Opening of Proposals

Opening and registration of proposals will commence at 11:00 hours local time Kabul, on **2<sup>nd</sup> August 2010** at the address stated in paragraph 10. **The proposers are not required to attend the opening ceremony.**

##### 13. Evaluation and comparison of proposals

A two-stage procedure is utilised in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contractor will be awarded to the Contractor offering the lowest price.

#### Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	30%	300					
2.	Proposed Work Plan and Approach	30%	300					
3.	Personnel	40%	400					
<b>Total</b>			<b>1,000</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 Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Expertise of firm / organisation submitting proposal</b>							
1.1	Reputation of Organisation and Staff	30					

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Expertise of firm / organisation submitting proposal</b>							
	(Competence / Reliability)						
1.2	Litigation and Arbitration history	15					
1.3	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	30					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.	20					
1.5	Quality assurance procedures, warranty	40					
1.6	Relevance of: Specialised Knowledge Experience in conducting public awareness raising on human and legal rights, including gender, women's and children's rights on Similar Programme / Projects	80					
1.7	Experience on Projects in the Region Work for UNDP/UN agencies/ major multilateral/ or bilateral programmes	40					
1.8	Experience in capacity building of national institutions on human and legal rights in post conflict countries	45					
<b>TOTAL:</b>		<b>300</b>					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Proposed Work Plan and Approach</b>							
2.1	To what degree does the Offeror understand the task/complexity of conducting public awareness raising on human and legal rights, including the rights of women, children and gender justice in an Islamic and post conflict situation and under tight timelines?	60					
2.2	Have the important aspects of the task been addressed in sufficient detail?	20					
2.3	Are the different components of the task adequately weighted relative to one another?	20					
2.4	Is the proposal based on an understanding of public awareness raising on human and legal rights in Afghanistan and was this data input properly used in the preparation of the proposal?	10					
2.5	Is the conceptual framework adopted appropriate for the task?	70					
2.6	Is the scope of task well defined and does it correspond to the TOR?	60					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation of public awareness raising	60					
<b>TOTAL:</b>		<b>300</b>					

Technical Proposal Evaluation				Points obtainable	Company / Other Entity				
Form 3					A	B	C	D	E
3.1	<b>Project Manager (ONE)</b>		<b>Sub-Score</b>	250					
	General Qualification		230						
	Suitability for the Project								
	- Experience in implementing gender justice projects	50							
	- Professional Experience in the area of public awareness raising on human and legal rights	90							
	- Knowledge of working of government	50							
	- Knowledge of the provinces	40							
	- Language Qualifications		20						
3.2	<b>Project Officers/ Specialists</b>		<b>Sub-Score</b>	150					
	General Qualification		140						
	Suitability for the Project								
	- Professional Experience in the areas of public awareness raising on human and legal rights	20							
	- Experience in implementing gender justice projects	80							
	- Knowledge of working of government	20							
	- Knowledge of the provinces	20							
	- Language Qualifications		10						
	<b>Total Part 3</b>			<b>400</b>					

## **E. Contracting Arrangements**

### **14. Award of contract**

UNDP reserves the right to accept or reject any proposal received in response to this RFP and to negotiate with any of the proposers or other firms in any manner deemed to be in the best interest of UNDP. Prior to expiration of the period of proposal validity, the procuring UNDP entity will make its best efforts to select the qualified proposer whose proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned, and award the contract.

### **15. Signing of contract**

Any contract awarded for the services described in this RFP will be signed between the selected firm and UNDP. The duration of the contract shall expire upon the completion of the required services

### **16. Purchaser's right to terminate the contract**

Should UNDP deem unsatisfactory the services provided by the selected firm, UNDP shall reserve the right to terminate the contract of survey services with the selected firm

### **17. Confidentiality**

The selected firm and its staff shall hold confidential the information obtained in connection with the perception survey undertaken on behalf of UNDP

### **18. Ownership of Public Awareness Raising Materials and other Project Documents**

The materials designed for public awareness and other related documentation shall be the property of UNDP and shall be kept in the custody of the selected firm. The eventual transfer, disposal or destruction of the work papers will be subject to the instruction of UNDP.

The survey papers and related documentation shall be subject to submission and review by UNDP solely and its discretion.

### **19. Payment**

The payment for conducting the public awareness raising activities shall be made to the selected firm as per the payment schedule provided in the ToR.

The payments shall be effected by UNDP Office in Afghanistan following the clearance of the prescribed reports and certification of satisfactory completion of service, by the project management.

### **20. General conditions of contract**

The contract for conducting the public awareness raising activities on human and legal rights shall be subject to the UNDP General conditions of contract for Professional Services that are provided in Attachment IV.

Please note that the terms set forth in this RFP and other terms of your proposal shall be included in any contract entered into between your firm and the UNDP, should UNDP accept your proposal and, that the contract will require compliance with all statements and representations made in your proposal as to the performance of conducting public awareness raising activities.

## Proposal Data Sheet

Pre-Proposal meeting

**Place: UNDSS Meeting Room**  
UNDP – Afghanistan  
Shah Mahmood Ghazi Watt  
Kabul, Afghanistan

**Date:** 5th August 2010

**Time:** 10:00 AM

Documents forming part of the Proposal Documents

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

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 Staffing Schedule

FORM-7 Implementation Schedule

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

Completed Proposal Submission Form (Annex VII)  
Completed Price Schedule (AnnexV)

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

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

Tel: +93 20 2101682-91

Fax: +873 763 468 863

E-Mail: [procurement.af@undp.org](mailto:procurement.af@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

### **D 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
	Tel: +93 20 2101682-91 Fax: +873 763 468 863

**One Original and One copy to be submitted.**

<b>Deadline for Submission of Proposals</b>	<b>Time: 1500 hours</b> <b>Date: 1 September 2010</b>
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After receipt of bids, UNDP reserves the right to request any additional information or seek clarifications from the bidder to ascertain responsiveness of offers received."

# Attachment II

## TERMS OF REFERENCE

**UNDP Afghanistan**

**Public Awareness Raising on Human and Legal Rights in Afghanistan**

**Terms of Reference**



### 1. Background

The UNDP Office in Afghanistan is Requesting for Proposals to conduct awareness raising activities in the framework of the UN Peace through Justice Joint Programme (PTJ) funded by the Government of Spain. Through a partnership between UNAMA, UNDP, UNICEF, UNIFEM and UNODC, the 2.5 year programme will significantly strengthen both the supply and demand for access to justice for men and women at the district level across Afghanistan.

The programme aims to meet the priorities of the Afghanistan Government's National Justice Programme and UNDAF Outcome 1, Country team Output 4 - 'More Afghans have increased access to a reformed, comprehensive and effective justice system.' This will be achieved through a combination of different capacity development activities:

- Increasing community level demand for access to justice and realisation of human rights, with particular attention to the rights of women, through public legal awareness, training of community leaders, and strengthening of the capacity of local CSOs;
- Strengthening local capacity to meet these demands through training of formal justice actors and community representatives; and
- Improved capacity and conditions in local justice facilities, through emergency infrastructure works.

Programme activities will be planned, implemented, and monitored in conjunction with the Government of Afghanistan, to ensure national ownership of and support for the programme. Within the programme, there is an emphasis not only on conducting activities in the districts, but also on developing resources such as training curricula on human rights for formal justice sector personnel and teachers, standard operating procedures on dealing with survivors of violence, and legal rights public awareness materials. To promote sustainability, these resources will be available for use by the Government beyond the duration of this programme, and the programme will result in significantly strengthened capacity on the part of both Government and national civil society organisations to develop resources and deliver training and awareness activities.

Gender justice is a very urgent issue in Afghanistan, particularly in relation to violence against women. Within the programme, 25% of programme activities relate to gender justice, including a range of community awareness campaigns and training courses for community leaders and formal justice authorities on women's rights in marriage, divorce and inheritance, prohibitions against forced marriages under the Afghan constitution and Islam, and the development and implementation of protocols to deal with cases of violence against women.

The programme contributes to UNDAF outcome 4 which states 'More Afghans have increased access to a reformed, comprehensive and effective justice system.' The programme aims to improving access through a series of coordinated initiatives taken place in selected provinces of Afghanistan.

This project addresses two of the outcomes of the MDGF Conflict Prevention and Peace-building window:

- Strengthen the capacities of justice and security service provider – both civilian and uniformed –

to respect and promote human rights and deliver justice and security on the basis of accountability, transparency, predictability and equality before the law; and

- Improve the performance of rule of law institutions (ministry of justice, judiciary, ministry of the interior, correctional facilities) and the capacity of civil society to enhance access to justice for all.

The Programme is implemented through the following three project outcomes.

**Outcome 1: Local community capacity to understand the justice system, demand access to justice, and protect its vulnerable members' rights is strengthened.**

This outcome will be achieved through three interlinked approaches:

**Joint Output 1 Community members have a greater awareness of constitutional and human rights.**

This activity represents a continuation of successful activities from the first phase of the AJDL Project. The Peace through Justice human rights awareness campaign will work to spread awareness of human rights and access to justice issues to every part of the population in the targeted districts through:

- Mass media campaigns - these campaigns will be predominantly via radio, with some supplementary print media to reinforce key messages. Key topics from training courses (family and personnel status law, protection of women and children in criminal law, right to a defense counsel, land law, legal awareness for religious leaders) will be presented through songs, panels and talk back shows.

The UN partners in this programme already have experience in conducting mass media programmes on constitutional and human rights issues, using Afghan national and local media in a range of local languages. In cooperation with a local NGO, UNDP produced and broadcast by radio 12 dramas on legal issues, 12 panel debates involving local justice officials and community representatives, 24 interviews on justice issues with stakeholders, 5 songs on women's rights issues, 12 open line 'talkback' radio shows (where listeners called in with questions and issues for discussion) and 30 community service announcements.

- Village public awareness activities – community events will be held including rallies, creative arts performances, communal viewing and discussion of a short film on harmful customary practices including payment of girl children as compensation. Messages from these events will be reinforced with publicity materials, including posters and banners. Resources which have been produced for mass media campaigns (such as songs on legal issues and women's rights, and community service announcements) will also be broadcast over public address systems before and after public events. The UN partners for this programme have already produced and trialed a range of resources, including films, posters, comic book style publications for audiences with low literacy, etc. These resources cover a range of issues, including women's rights, criminal law and right to defense counsel, land law, etc.

**Joint Output 2: Community representatives and leaders have improved knowledge of human rights and skills to manage disputes.**

The knowledge component also represents the continuation of an activity that proved effective in the first phase of the AJDL Project. By engaging in community-level training and discussion with local leaders, the AJDL Project has been able to have a significant impact on increasing the understanding of and commitment to enforcing human rights among these leaders. The skills component aims to ensure this knowledge of human rights is applied through local dispute resolution which complies with local and international obligations. Local CSOs will monitor provincial councils as they resolve disputes in their communities.

Indicative training courses for community representatives and leaders (male and female) will include:

- Family and personnel status law – this six day training course covers topics including the lawful age of marriage (to reduce child marriages), prohibition of forced marriages in Islam, rights relating to marriage (including economic rights, rights of residence etc), divorce rights, abandonment of marital residence.
- Land law – this five day training course covers topics including right to private property, inheritance rights of women, property rights during marriage and following the dissolution of marriage.
- Legal awareness for religious leaders – this three day training course covers topics including entering into an engagement and marriage, the consent of the parties to a marriage / forbidding of forced marriages, forbidding under Afghan law and Islam of harmful customary practices such as *badal* (exchange of girl children between families) and *bad* (payment of a girl child in compensation or restitution), inheritance rights of wives, mother, sisters, daughters, grounds for divorce, dealing with cases of adultery.

**Joint Output 3. Government officials and CSOs demonstrate greater capacity to respond to victims of violence.**

This component builds on work already undertaken by UNICEF and UNIFEM in establishing networks to protect women and children who are victims of violence.

The indicative activities focus on violence against women and children, and include the development of standards and mechanisms for victim support services, the adoption of these standard operating procedures by justice institutions, training of social workers and community frontline workers, development of provincial child protection action networks (CPAN) focusing on prevention of practices such as exchange of girls (*badal*) and forced / child marriages.

These activities will take place in cooperation with the Ending Violence Against Women inter-ministerial commission, the Ministry of Labour and Social Affairs, the Deputy Ministry of Youth and the formal justice institutions.

**Outcome 2: The professionalism and accountability of district-level formal justice system actors is strengthened.**

**Joint Output 4. District level formal justice sector actors have increased capacity to uphold legal rights.**

During Phase 1 of the AJDL Project, UNDP found that justice actors were eager to participate in human rights training courses. While there are other actors involved in providing human rights training, including initiatives that will hopefully result in the mainstreaming human rights into basic training for justice providers, these trainings are not held at the district level. District level training courses are important and useful because they bring together the justice actors in the area to allow for an exchange of views and ensure that the personnel of each institution have consistent information. This can promote mutual accountability between the justice sector institutions at a local level.

Indicative training courses for formal justice sector actors include:

- Family and personnel status law – this six day training course covers topics including the lawful age of marriage (to reduce child marriages), prohibition of forced marriages in Islam, rights relating to marriage (including economic rights, rights of residence etc), divorce rights, abandonment of marital residence.
- Protection of women and children in criminal law and right to a defence counsel – this five day training course covers topics including women’s rights in Afghanistan based on the constitution, statutory laws, international conventions, the equality of women, women’s rights in Islam, sharia

obligations to protect women and children and right to a defence counsel.

- Land law – this five day training course covers topics including right to private property, inheritance rights of women, property rights during marriage and following the dissolution of marriage.
- Prisons legislation – training for prisons and detention center staff on the new Prisons Act and regulations. A ‘picture book’ training approach has also been developed to train staff with low literacy levels.

The training resources for the formal justice system actors developed to date cover knowledge, skills and attitudes. This helps ensure that the topics are covered in a practical manner, and can be applied in the workplace. Following the training courses, the training organizations will follow up with a sample of trainees from each institution, to check how the course contents are being applied in the workplace. This follow-up will be undertaken in conjunction with senior officials from each justice institution, to demonstrate to staff the support of senior justice officials for the programme and to promote the institutionalization of the training course content.

**Outcome 3: The facilities of the formal justice system at the district level have greater capacity and are more accessible to community members.**

**Joint Output 5: Physical infrastructure conditions of justice sector institutions at the local level are improved.**

Justice sector infrastructure in Afghanistan has been extensively damaged, due to war and instability. There are several large scale infrastructure programmes underway at present, but many years will be required before infrastructure can be completely rehabilitated, and the current level of support is not adequate to meet the needs of the justice sector. This is especially true at the district level, as districts frequently benefit last from centrally driven infrastructure works programmes. It is crucial for this programme to engage in infrastructure not only because this work is the top priority for our local partners, but also because local justice infrastructure is the most visible aspect of the justice system and the existence of functioning infrastructure is integral for the achievement of all other aspects of access to justice.

Infrastructure works undertaken through this project will focus on existing justice sector structures, such as courts, prosecutor’s offices, Ministry of Justice offices and detention facilities. Priority will be given to facilities which can be made functional again with limited investment. Sites for infrastructure works will be selected in conjunction with Central Government and Provincial Government authorities. This project will coordinate closely with other actors working on infrastructure programmes, both directly and through the Provincial Justice Coordination Mechanism (PJCM) to avoid duplication of efforts. Basic equipment will be provided once facilities are rehabilitated, to ensure that the buildings are operational at a minimal level (such as chairs, desks, filing cabinets, bookshelves etc).

Under the Access to Justice at the District Level Project, UNDP has worked with the Ministry of Justice, the Attorney General’s Office and the Supreme Court to conduct engineering assessments of existing infrastructure, and prioritise the rehabilitation of justice sector facilities. This work has been closely linked with the human rights awareness and capacity development aspects of the Access to Justice at the District Level, to ensure that there is a comprehensive approach to simultaneously developing infrastructure and human resource capacity in the formal justice sector, and demand for justice services in community through outreach and awareness programmes.

The costs of infrastructure rehabilitation in Afghanistan using independent contractors can be moderate in comparison to infrastructure works in other post-conflict countries. During 2008, UNDP rehabilitated eighteen buildings in two provinces for well under US \$1 million. The rehabilitated facilities were prioritised by the Government of Afghanistan, and ranged from moderate damage to virtually destroyed. The selected facilities were:

- 11 detention centres (including separate facilities for men and women)
- 2 primary courts with prosecutor's offices
- 2 primary courts without prosecutor's offices
- 1 judge's residence

Additional justice sector facilities were rehabilitated by UNDP in Baghlan, Jawjan, Kunduz and Samangan. Note that the rehabilitation of police stations is not included in this project, as other international actors are supporting this work.

Infrastructure rehabilitation is consistently prioritised by the Government of Afghanistan, and a relatively small amount of money per site can establish a functional justice facility. These facilities are a tangible manifestation of the rule of law and the presence of the government in the community and a demonstration to justice officials and communities that the international community is supporting their needs. Additionally, it helps to facilitate the delivery of justice services to communities, by providing a location that justice sector officials can work from professionally, and a place that community members can go to if they need to access services.

The Government of Afghanistan has committed to maintain the buildings which will be rehabilitated under this project. One of the lessons learned from previous quick impact infrastructure rehabilitation projects is that the funds allocated were not sufficient to pay for long lasting materials, which will not reduce the future maintenance burden on the Government of Afghanistan. In this proposal, the amount of money allocated to emergency justice sector infrastructure works in each province is increased, so rehabilitations can be completed with higher quality materials, rather than relying on local materials. This will help the buildings to last longer especially during harsh winters, and reduce the maintenance expense which the Government of Afghanistan will face.

The PTJ focuses on 6 provinces, namely Badghis, Daikundy, Ghor, Laghman, Panjsher and Sar-e- Pul.

## **2. Objectives of the Public Awareness Raising Activities**

UNDP is seeking a Implementing Agents to conduct public awareness raising activities on human and legal rights across 6 provinces in Afghanistan that include Badghis, Daikundy, Ghor, Laghman, Panjsher and Sar-e-Pul. The primary objective of the campaign is to increase community knowledge of the law, justice providers and legal processes and thereby increase citizens' ability to access both formal and informal legal services. Through the production and dissemination of high-quality information resources, and by drawing on a variety of media, including print, radio and film, the campaign will provide a long-term impact in raising community awareness on rights, the law, legal processes and gender issues, including the rights of women and children in Afghanistan. It will further:

- 2.1. Increase community level demand for access to justice and realisation of human rights, with particular attention to the rights of women, through public legal awareness, training of community leaders, and strengthening of the capacity of local CSOs;
- 2.2. Strengthen local capacity to meet these demands through training of formal justice actors and community

## **3. Scope of the Assignment**

The PtJ is seeking Implementing Agents to conduct public awareness raising activities on human and legal rights across six provinces in Afghanistan.

Specifically, the campaigns will consist of five Components as follows:

### **Lot (1)**

***Carry out public awareness raising on constitutional and legal rights of the citizens through mass media programmes (radio, newspaper publications and inserts etc)***

To design/produce and broadcast radio programmes (panel discussions, interviews, dramas, debates, surveys, songs, short stories, documentaries, talk-back shows, quizzes etc through reliable radio stations and newspaper publications in widely circulating newspapers in the targeted provinces and districts.

### **Lot (2)**

***Conduct for district/ community training on legal literacy and legal rights education activities in the primary and secondary schools***

a). Organize trainings over a period of 180 days on human and legal rights that will bring various justice actors at the district level to have increased knowledge on the international and national legal framework on women's children's rights and to apply this legal knowledge to ensure legal standards are applied consistently in practice to safeguard the rights of women and children and ensure their protection. Indicative training courses are as follows:

- Family and personal status – six day training course covering topics such as the lawful age of marriage, prohibition of forced marriages under Islam, rights relating to marriage (including economic rights, rights of residence etc.) divorce rights and abandonment of residence
- Protection of women and children in the administration of criminal justice and the right to defense counsel – five day workshop covering topics that include women's rights in Afghanistan as guaranteed by the Constitution, statutory laws, international human rights conventions, gender equity, women's rights under Islam, Sharia obligations to protect women and children and the right to defense counsel
- Land Law – five day workshop focusing on topics like the right to private property, inheritance rights of women, property rights during and following the dissolution of marriage

b). Conduct training and workshops (3 days each) over a period of 60 days in selected districts for primary and secondary school teachers. Each workshop targets 21 – 22 school teachers and ensures a gender balance of female and male teachers. Following the training, each teacher will be provided with handouts and training materials to implement around 6 actions in his / her school (e.g. 3 lectures, one story or drama, distribution of awareness raising materials and one activity to capture the feedback of students and share information with parents and community leaders). The teachers must ensure gender balance between female and male students.

The campaigns and trainings will cover 21 selected districts in 6 provinces as follows:

- Badghis – Muqur, Qadis, Ab Kamari and Jawan
- Laghman – Mehtarlam, Alengar, Qarghaee and Alishang
- Sar-e-Pul – Sowzme Qaleh, Sangcharack, Gusfandi and Sar-e-Pul
- Panjsher – Rukha, Unaba and Shutul
- Daikundy – Nili, Sharistan, Ashterly and Miramor

- Ghor – Dowlatyar and Dowlayna (with Lal wa Sarjangal being another possibility)

The PtJ expects high-quality information resources to be developed for specific target groups within districts audiences and IA will utilize provincial/ district level media, such as radio and newspapers. The method of dissemination and related activities may be adapted for local contexts to maximize impact.

Target groups will be identified by the Implementing Agent and agreed upon by the PtJ and its partners. However, these will focus on vulnerable and marginalized groups, and may include women, youths etc.

#### **4. Methodology**

##### ***4.1. Public awareness raising on constitutional and legal rights of the citizens through mass media programmes (radio, newspaper publications and inserts etc)***

- Design and produce awareness materials in consultation with PTJ and other partners and conduct standardized public awareness mass media campaigns on constitutional and legal rights topics identified under the PTJ Programme. The campaign should consist of at least 10 radio dramas, 10 panel debates/ discussions involving local justice officials and community representatives, 1 song, 8 interviews, 10 open line programs (Q&A) and 10 community service announcements per province. These activities targeted to reach a minimum of 115,000 people in each of the 6 provinces. Publish some of the materials in local newspaper publications. All developed materials and scripts for the audio productions have to be pre-approved by the PTJ. Similarly, all pre-recorded material should be approved by the project technical staff before broadcasting.
- Identify target districts out of the 21 selected in the targeted 6 Provinces in consultation with PTJ and other partners.
- Identify and contract provincial / district level radio stations and ensure the broadcast of developed materials in the targeted provinces and districts.
- Collaborate with the PTJ and its partners in monitoring and evaluating the effectiveness of the public awareness mass media campaigns.
- Evaluate the activities and provide the analyses of the evaluations to the PTJ through periodic project reports.
- Provide to the Programme Coordinator of the PTJ monthly and final reports.

##### ***4.2.1 District/ community legal literacy training***

- 3 Identify, engage and provide orientation that includes gender-sensitivity to facilitators, artists, script writers, etc.
- 4 Identify, engage and train facilitators on gender sensitization and gender balance on selection of facilitators and participants.
- 5 Select locations and participants in consultation with the PTJ and its partners and local authorities to ensure maximum participation in the implementation of the activities of all stakeholders, including women and other disadvantaged groups.
- 6 Design materials for the public awareness activities that integrate gender and evaluation forms that are gender specific, in collaboration with the PTJ and its partners.
- 7 Design and conduct interactive and participatory exercises that are informed by gender differences and gender sensitivity to ensure maximum participation by women.
- 8 Develop systems on mentoring, coaching and follow-ups as a way of continuing the process of strengthening local capacity building.
- 9 Implement the public awareness activities.
- 10 Evaluate the effectiveness of activities in collaboration with the PTJ staff and its partners.
- 11 All evaluations and post evaluations should be informed by gender perspective on analysis.

Provide monthly and final reports to the PTJ Programme Coordinator

##### ***4.2.2. Legal rights education activities in the primary and secondary schools***

- Design training programs and materials that include gender sensitization and maximize selection

and participation of female students and teachers i.e. single gender groups, timing, locations that are non-stigmatizing.

- Identify, engage and train trainers.
- Select districts, schools and teachers in consultation with the education authorities at the provincial and district levels and the PTJ and its partners.
- Plan and implement the teacher training workshops.
- Develop training materials that integrate gender for distribution to the teachers.
- Design and conduct interactive and participatory exercises that are informed by gender differences and gender sensitivity to ensure maximum participation by women.
  
- Prepare evaluation forms that are gender specific in consultation with the PTJ and its partners.
- .
- Evaluate the teacher training activity.
- All evaluations and post evaluations should be informed by gender perspective on analysis.
  
- Assist trained teachers in organizing activities in the schools and monitor those activities.
- Prepare and provide the PTJ with monthly and final reports.

## **5. Deliverables**

5.1. The deliverables of the assignment shall be :

- 5.1.1. An inception reports.
- 5.1.2. Design and development of training curricula and awareness raising materials
- 5.1.3. Awareness raising and communication Strategy
- 5.1.4. Implementation Plans
- 5.1.5. Monitoring tools and plans
- 5.1.6. Quarterly reports (narrative and financial)
- 5.1.7. Final Reports

## **6. Payment**

6.1 Payment shall be in four (4) installments as follows:

First Installment (30%) upon signing the contract

Second Installment (30%) based on delivery and liquidation of the 1<sup>st</sup> installment

Third Installment (30%) based on delivery and liquidation of the second installment

Fourth and final Installment (10%) upon completion of the project and submission of a satisfactory final report.

# Attachment III

## General conditions of Contract for Professional Services

### 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 workmen'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 workmen'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 God, 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.

## **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.

## **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.

## **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.

## Attachment 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 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 Staffing Schedule
- FORM-7 Implementation Schedule

**FORM-1      Technical Proposal Submission Form**

[Location, Date]

To:     UNDP  
       Kabul.

Dear Sirs:

We, the undersigned, offer to provide the conducting of awareness raising on human and legal activities in 6 provinces in Afghanistan in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our Proposal, 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 60 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 authorised to sign Proposal for and on behalf of

## Form -2 Offeror 's Organization and Experience

### A - Offeror's Organization

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

### 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.?? Use 20 pages.]

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: \_\_\_\_\_

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

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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-7.*

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 align="center">[<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 align="center">[<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> <p>Year: _____</p> <p>Location: _____</p>
---	--

	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, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my 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 Staffing Schedule1**

N°	Name of Staff	Staff input (in the form of a bar chart)2													Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Kabul	Field <sup>3</sup>	Total		
1		[Home]																	
		[Field]																	
2																			
3																			
n																			
<b>Subtotal</b>																			

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Offeror's Kabul office.

 Full time input  
 Part time input

## Form -7 Implementation Schedule

#	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
3.														
4.														
5.														
6.														
7.														
8.														
9.														
10.														
11.														
12.														
13.														
14.														
15.														
16.														
17.														
18.														
19.														
20.														
21.														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

## Attachment V – Price Schedule

[Location, Date]

To: UNDP

Dear Sirs:

We, the undersigned, offer to conduct awareness raising activities on human and legal rights 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.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses 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.

In addition to the hard copy, if possible please also provide the information on diskette (IBM compatible).

### Summary of Prices (LotWise)

Description Activity	Total Cost USD
Lot (1)	
Lot (2)	
<i>Total Cost</i>	

Price Schedule for Component : Professional Services			
Description of Activity/Item	Number of Staff	Rates (Mon)	Estimated Amount
<b>1. Remuneration</b>			
1.1 Salary of Project Manager			
1.2 Provincial Team leaders			
1.4 Salaries of support Staff			
<b>2. Out of Pocket Expenses</b>			
2.1 Reproduction and Reports			
2.2 Equipment and other items			
2.3 Transportation:			
<b>Total Cost:</b>			

**Price Schedule for Awareness raising activities**

**Request for Proposals for Services**

Description of Activity/Item		Item	Number	Estimated Amount
1.	Designing of awareness raising activities materials			
2.1	Trainer's costs			
2.2	Training Materials Cost			
<b>Total Cost:</b>				

Trainers cost and training materials are needed for all though not required for Radio activities lot.



**Model Contract for Professional Services**

Model Contract for Professional Consulting Services  
between UNDP and a Company or other entity

**United Nations Development Programme**

Sustainable human development

Date \_\_\_\_\_

Dear Sir/Madam,

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

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

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
  - a) this letter;
  - b) the Terms of Reference [ref. ....dated.....], attached hereto as Annex II;
  - c) the Contractor's 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:

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

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

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: \_\_\_\_\_

**PERFORMANCE SECURITY FORM**

To: UNDP

WHEREAS [*name and address of Contractor*] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. .... dated ....., to execute Services .....

(hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee*] [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

The guarantee shall be valid until a date 30 days from the date of issue of a satisfactory certificate of inspection and testing by the procuring UN entity.

SIGNATURE AND SEAL OF THE GUARANTOR

Date .....

Name of Bank .....

Address .....

