

**RFP No. UNDPAFG/2011/0128****State of Sub-National Governance in Afghanistan**

All Correspondence, Each Case and Parcel must show the RFP Number

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PLEASE READ CAREFULLY

CHECK LIST FOR COMPLETE BID SUBMISSION*	Provided	
	Yes	No
BID IS PROPERLY SEALED		
LANGUAGE OF BID IS AS REQUESTED (ENGLISH)		
HARDCOPY ONE (1) ORIGINAL AND ONE (2) COPIES		
DOCUMENTS AND ENVELOPES SHALL BE MARKED "ORIGINAL" AND "COPY" AS APPLICABLE		
TECHNICAL AND FINANCIAL PROPOSALS ARE IN SEPARATE ENVELOPE AND SHALL BE MARKED WITH "RFP No. UNDPAFG/2011/0128 – State of Sub-national Governance in Afghanistan "		
"COPY"OR ORIGINAL AS APPLICABLE		
TECHNICAL 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		
Section IV - Price Schedule (in separate envelop)		



Section 1 - Request for Proposal (RFP) Cover Letter

Date: August, 29, 2011

Dear Sir/Madam,

Subject: RFP No. UNDP/AFG/2011/0128 – State of Sub-national Governance in Afghanistan.

1. UNDP is pleased to invite proposals for the development of an assessment report on the State of Sub-national Governance in Afghanistan clearly described in the Terms of Reference (Section 3).
2. To enable you to submit a proposal, attached to this Invitation Letter (Section 2) are:
 - i. [Invitation Letter](#) (Section 1)
 - ii. [Instructions to Offerors](#) (Section 2)
 - iii. [Terms of Reference \(TOR\)](#) (Section 3)
 - iv. [Price Schedule](#) (Section 4)
 - v. [Suggested Technical Proposal Format](#) (Section 5)
 - vi. [Proposal Submission Form](#) (Section 6)
 - vii. [UNDP General Conditions of Contracts for Professional Services](#) (Section 7)
 - viii. [Form of Advance Payment Security](#) (Section 8)
 - ix. [Acknowledgement Letter](#) (Section 9)
3. **To enable you to submit a proposal, your offer comprising the Technical Proposal and the Financial Proposal, in separate sealed envelopes, should reach the following address no later than 12 September, 2011, at 15.00 hours Kabul time.**

UNDP Afghanistan Country Office
Shah Mahmood Ghazi Watt
Kabul, Afghanistan
 Tel: +98 20 2101 68291 Fax: +873 763 468 863
4. If you request additional information please send your inquiries to Procurement Officer at procurement.af@undp.org. We will 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 should familiarize yourself with local conditions and take them into account in preparing your proposals, and if required obtain first hand information on the assignment and on the local conditions by a visit to the site before submitting a proposal.
6. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal. Failure to submit the acknowledgement letter may result in the bid being rejected. The acknowledgement letter must be signed stamped and should be sent via email to [\[procurement.af@undp.org\]](mailto:procurement.af@undp.org) within five days after receipt of this RFP.
7. UNDP reserves the right to enter into long term agreement with more than one company.
8. 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."

Yours sincerely,

Procurement Unit



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Acknowledged receipt:

Signature:

Print name and title:

Company:

Intend to submit Proposal:

	Yes
	No.

No. of pages received:



SECTION 2 - INSTRUCTIONS TO OFFERORS

A Introduction

1. General

The United Nations Development Programme (UNDP) on behalf of the participating agencies in Afghanistan listed in Appendix A, seeks to engage a firm to provide the following services and functions which more fully described in Section 3: The Terms of Reference (TOR):

The purpose of the TOR which are an integral part of the RFP, outline the services, functions and tasks that the prospective contractor is expected and maybe requested to provide on the development of the Assessment Report on the State of Sub-national Governance in Afghanistan.

The period for this contract will be a maximum of 3 months, termination or extension to be provided by fifteen (15) days written notice.

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 Solicitation Documents

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 UNDP in writing by fax or e-mail as indicated and permitted in the RFP. UNDP will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of UNDP's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, UNDP 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 Offerors a reasonable time in which to take the amendments into account in preparing their offers, UNDP may, at its discretion, extend the deadline for the submission of Proposals.



C Preparation of Proposals

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 UNDP 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:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;

Financial Proposal:

- (c) Price schedule in accordance with clauses 9 and 10.

8. Technical Proposal

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

(a) Company Background

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with UNDP.

(b) Approach and Methodology

This section should reflect the Offeror's understanding of the requirements of the Terms of Reference and describe the Offeror's approach and methodology in carrying out the services.

(c) Resource and staffing plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.



To assist Offerors in preparing its Technical Proposal, a format with an outline is included as Section 5.

9. Financial Proposal

The Offeror shall indicate in the Price Schedule, which is contained in these Solicitation Documents (Section 4), the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in US dollars only.

11. Period of validity of proposals

Proposals shall remain valid for ninety days (90) days after the date of Proposal submission prescribed by UNDP, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNDP on the grounds that it is non-responsive.

In exceptional circumstances, UNDP 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 initialed 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 in accordance with the payment terms in the contract.

Payments shall be made by bank transfer directly to the bank account of the Contractor. UNDP shall only make payment transfers into accounts in the Contractor's (company) name and not of individuals (even owners of the Company).



D Submission of Proposals

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 –

Procurement Manager
 UNDP Afghanistan Country Office
 Shah Mahmood Ghazi Watt
 Kabul, Afghanistan

Marked with –

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- (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”. The second inner envelope shall include the price schedule duly identified as such.

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

15. Deadline for submission of proposals

Proposals must be received by UNDP at the address no later than the deadline specified in the Letter of Invitation.

UNDP 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 UNDP and Offerors 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 UNDP 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.

E Opening and Evaluation of Proposals

18. Opening of proposals

UNDP will open the Proposals in the presence of a Committee formed by the duly authorized official of UNDP.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP 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.

20. 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, UNDP 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. UNDP'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 UNDP and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

A two-stage procedure is utilized 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 offerors, who have attained minimum 70% score in the technical evaluation will be opened and compared. Price Proposals of offerors who have not passed the technical evaluation will be returned to the respective offerors unopened at the end of the evaluation process, if the form of receipt specified is by sealed envelopes or discarded if by e-mail.



For evaluation purposes only, the evaluated price for each lot of each proposal shall be determined as follows:

The lowest evaluated priced proposal will be awarded 100 points and other prices proposals will be awarded points in accordance with the following formula:

$$\text{Price Proposal Score} = \frac{\text{Lowest Evaluated Price}}{\text{Evaluated Price}} \times 100$$

The technical and price scores of offerors will be combined using a weighting of 70% technical and 30% price. The contract will be awarded to the offeror achieving the highest combined technical/price score.

Technical Evaluation Criteria

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:

Summary of Technical Proposal Evaluation Forms*		Score Weight	Points Obtainable
1.	Company Background	30%	300
2.	Approach and Methodology	40%	400
3.	Resources and Staffing Plan	30%	300
Total			1000

Details of the evaluation criteria are given in the table below. Obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

1. Company Background		Points Obtainable
1.	General experience:	
	- Previous and current experience in developing high quality reports on issues related to Governance;	100
	- Collaboration, partnership with local, regional and international services providers	100
2.	Organizational Capability:	
	- Size of the company (premises, no. of staff, and other assets)	50
	- Technology	50
Total		300

2. Approach and Methodology		Points Obtainable
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1.	Response to Terms of Reference - Demonstrated firm understanding of the scope of assignment by reviewing the current literature on each component of the assignment;	200
2.	Methodology - Research design and methodology - Timeframe	150 50
Total		400

3. Resource and Staffing		Points Obtainable
1.	Proposed staff (key staff) The team leader must have PhD in Social Sciences; The lead presenter must be a world-known expert on Governance	200
Total		200
Offeror are required to submit two CVs for each of the key staff positions; one for the principal candidate and the other for an alternate.		

The CVs submitted will be evaluated based on the following weighting:

Qualification and Experience of Personnel		Weighting %
3.1	General Qualifications	40
3.2	International/Regional Experience	40
3.3	Communication skills /Language (English/Pashtu/Dari)	20

**F Award of Contract****22. Award criteria, award of contract**

UNDP 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, UNDP will award a 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.

23. UNDP's right to vary requirements at time of award

UNDP 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.

24. Signing of the contract

Within 7 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to UNDP.

Failure of the successful Offeror to comply with the requirement of Clause 24 shall constitute sufficient grounds for the annulment of the award, in which event UNDP may make the award to the next lowest evaluated Offeror or call for new Proposals.

E. Miscellaneous**25. Substitution of Personnel**

UNDP will require assurances that the nominated staff in the Proposal will be actually available for the services. UNDP will not consider substitutions during contract negotiations or following contract award, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified. Any accepted substitution must be equal to /or better than the originally nominated staff.



SECTION 3 – TERMS OF REFERENCE

1. Background:

Capacity of sub-national governance and development institutions is the key to peace, stability and development in Afghanistan. The London and Kabul Conferences in 2010 confirmed this by identifying strengthening institutional capacities and arrangements for sub-national governance and development as priority issues. At the same time, there are many challenges in developing capacities at the sub national level, since legislative mechanisms and associated bodies are non-existent or are in their early stages of development. Organizational structures, functions and capacities of sub-national governance and development institutions are weak and do not reach out sufficiently to the people who are in need of these services.

To address the capacity gaps at the sub national level, the first phase of the Afghanistan Sub-national Governance Programme (ASGP) commenced in 2006. The primary objective of ASGP I was to work with the Afghan Government to build institutional structures and capacities required for effective service delivery at sub-national level. It initiated the sub-national governance reform process at national level, as well as provincial, district and municipal levels. In 2010 ASGP made a transition to the second phase which will run to 2014. In the second phase ASGP is significantly scaling up existing programmes in policy development and implementation, capacity development and coordination.

The key objective of ASGP is to strengthen the democratic state and government institutions to govern and ensure quality public service delivery and oversight and management of development at the sub-national level through advocacy, policy advice and capacity development.

To better understand the complexities and the constraints facing sub-national governance in Afghanistan, there is a pressing need for empirical research in this area. Like many other fields, few research studies have been conducted on the state of sub-national governance in Afghanistan. Few policies, if any, have been so far prompted by empirical research findings.

In view of recent political developments, and with the commencement of the Security Transition process in Afghanistan, where local authorities and sub-national government entities are expected to play the primary role in managing security and development, ASGP deems it necessary to strategically assess and identify those aspects of governance at the sub-national level that have worked as well as those aspects that have emerged as new constraints to good governance flourishing in Afghanistan.

For the purpose of building the foundation of a policy debate to arrive at an assessment of the changes over time, ASGP seeks the expert services of a leading research center/ think tank to produce an assessment report, based on empirical research, on governance strategies that have worked well at the sub-national level in strengthening good governance and promoting economic development. In addition the study should shed light on the governance aspects that had a less positive effect on good governance and development.

2. Objectives of the Assignment:

- 2.1 The overall goal of the Assessment Report on the State of Sub-national Governance in Afghanistan is to identify strong and weak aspects of sub-national governance institutions in promoting good governance and economic development;
- 2.2 The Report should aim to shift the current policy debate regarding sub-national governance in Afghanistan on to more solid ground by providing an in depth analysis of the issues involved supported by empirical evidence. The Report's recommendations will be used to stimulate a policy



debate among the national and international actors and their program counterparts, guided by the assessment of change overtime. As such, the Report will provide the basis for future planning by UNDP and other stakeholders in areas related to sub-national governance.

3. Scope of the Assignment:

- 3.1 The Report will analyze the role of Provincial Governor's Office (PGO), District Governor's Office (DGO), Provincial Councils (PCs), and Municipalities in providing good governance and stimulating economic development;
- 3.2 The Report will analyze the role of local informal institutions (such as Shuras), CSOs, NGOs, INGOs, UN, PRTs and Private Sector in promoting good governance and economic development;
- 3.3 The Report will analyze the current Financial/budgetary System and investment climate at the Provincial Level and its impacts on overall service delivery and economic development;
- 3.4 The Report will analyze the current Government Social Protection, Pro-poor and Gender Equality Policies at the sub-national level;
- 3.5 The Report will provide robust and realistic policy recommendations;

4 Methodology

- 4.1 For the purpose of this report, the contractor will use both primary and secondary sources for data collection;
- 4.2 The contractor will conduct a thorough literature review of relevant national and international sources on state of Sub-national Governance in Afghanistan;
- 4.3 Primary data collection will follow a sample based data collection methodology through structured questionnaire based interviews and focus group discussions with key stakeholders;
- 4.4 The questions for the questionnaire will be designed by the contractor and approved by the UNDP/ASGP before undertaking the survey;
- 4.5 Data collection, analysis, recommendations and the overall development of the Report will be done by a team of international and national experts of the contracting agency;
- 4.6 Primary and secondary data needs to be collected from all regions of Afghanistan;
- 4.7 After completion of first draft of each chapter by the contractor, the findings of the chapter will be shared with the relevant stakeholders for their feedback. The UNDP/ASGP will arrange for these review meetings at the completion of each chapter; the contractor will present the findings to the team;
- 4.8 Once the recommendations from UNDP/ASGP are incorporated, each chapter will be sent for peer-review to well-known International Experts on the subject matter by the contractor;
- 4.9 The final draft of the report and its findings will be presented to all the reverent stakeholders at a conference organized in Kabul city. The UNDP/ASGP will make all the required arrangements.

5 Deliverables:

The deliverable of the assignment will be:



- 5.1 An assessment report on State of Sub-national Governance in Afghanistan that encompasses all the aspects mentioned at the Scope of Assignment section of this ToR;
- 5.2 Presentation of the Technical Findings of the Report by a well-known International Expert to a conference made up of national and international stakeholders;

6 Time Schedule

- 6.1 The complete process of delivery of final report to be completed over a period of three months from the award of contract.
- 6.2 The payment schedule follows (Milestone)

Benchmarks (Reports)	Time Schedule (weeks)		Payment (% of Contract Value)
	for each stage / report	From date of commencement	
Research design, methodology, literature review	2 weeks	2 weeks	10%
Data collection and data analysis	4 weeks	6 weeks	30%
Completion of chapters, stakeholder review, peer-review	4 weeks	10 weeks	30%
Submission of Draft Final Report	1 week	11 weeks	10%
Submission and Acceptance of Final Report	1 week	12 weeks	20%

7 Data, services and facilities to be provided by the UNDP/ASGP

- 7.1 The UNDP/ASGP will provide intellectual input and feedback at each stage such as formulation of questions for the questionnaire, data analysis, and comments on the draft report. The UNDP/ASGP will also facilitate meetings with key stakeholders.



Section 4 – Price Schedule

The Contractor is required to submit the Price Schedule in 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. The UNDP is exempt from taxes as detailed in Section II, Clause 18.’

The Price Schedule must provide a detailed cost breakdown, including 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.

Benchmarks (Reports)	Prices	
	Unit Price	Total Price
Research , Design, Methodology , Literature review		
Data collection and data analysis		
Completion of chapters, stakeholder review, peer-review		
Grand Total		



Section 5 – Suggested Technical Proposal format

This section provides a suggested format required for the Technical Proposal.

1. Company Background:

1.1 Experience of Firm:

Offerors should provide a company profile with details of:

- a. Corporate information - Certification of the legal status (company registration).
- b. Experience in Security and Risk Management within the context of Afghanistan
- c. Experience in providing highly qualified, professional and low-profile armed close protection services to VIPs and dignitaries
- d. Experience with UN or International agencies/companies – Offerors should provide their client list.
- e. Details of collaboration, partnership with local, regional and international services providers (e.g. other travel agents, hotels, car hire firms etc)

1.2 General Organization Capability:

Offerors should provide details of:

- a. Annual Turnover for the last three years and credit availability.
- b. Size of the company (premises, no. of staff, and other main assets).
- c. Information Technology – Experience with and availability of Global Distribution Systems such as Amadeus, Galileo or Abacus and other software packages in use.

2. Approach and Methodology

- a. Response to Terms of Reference (TOR) - Offerors should study the TOR and state whether:
 - They can adequately meet the requirements in the TOR
 - They can provide any enhanced service, possess other capabilities and suggest improvements to the TOR including alternative ways of performing any services.
- b. Offerors should submit their specific methodology for:
 - Management of the Services including any performance standards and quality control.
 - Reporting plan.



SECTION 7 – Model Contract for Professional Services

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

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 Section 7. 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 Section III;
 - 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 Section III 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,



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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.



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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]

Telex:	Fax:	Cable:
---------------	-------------	---------------

For the Contractor:

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

Name:
Address:

Telex:	
Fax:	
Cable:	

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: _____



SECTION 7 – UNDP GENERAL TERMS AND CONDITIONS OF THE CONTRACTS FOR PROFESSIONAL SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual



property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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



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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient (“Recipient”) of such information shall:

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

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

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

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

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

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



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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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



15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION



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

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

19.0 CHILD LABOR

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

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

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of

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employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

23.0 AUTHORITY TO MODIFY:

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



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SECTION 8 – FORM OF ADVANCE PAYMENT SECURITY

(Becomes Section V of Contract when signed)

Date:

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

WHEREAS[*name and address of Contractor*]..... (hereinafter called the “Contractor”) has undertaken, in pursuance of the Long Term Agreement No. dated to execute *Contract title and brief description of works*]..... (hereinafter called the “Agreement”);

AND WHEREAS it has been stipulated by you in the said Agreement, in relation to advance payments, the Contractor shall deposit with the UNDP a security of[*amount of Guarantee in words (and figures)*]....., to guarantee its proper and faithful performance of the obligations imposed by the Contract.

NOW THEREFORE, we, the undersigned[*Name of issuing institution*]....., of[*full address*]....., legally domiciled in[*Country*]..... (hereinafter “the Guarantor”), as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the UNDP on its first demand without whatsoever right of objection on our part and without its first claim to the Contractor, in the amount not exceeding[*amount of Guarantee in words (and figures)*].....

This security shall remain valid and in full effect for a period of twelve (12) months.

This document shall be produced on the letterhead/official paper of the issuing financial institution, signed, witnessed and dated by authorised personnel thereof.

