

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers



د افغانستان اسلامي جمهوریت  
Islamic Republic of Afghanistan  
د کورنیو چارو وزارت  
Ministry of Interior



*Support to Law & Order – Phase V (LOTFA)*

### REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM:	DATE: 25 December 2011
NATIONAL AND INTERNATIONAL SUPPLIER	REFERENCE: LOTFA/MoI/RFP/0021-2011

You are kindly requested to submit your sealed envelope to LOTFA to the below address no later than 25 December 2011 **at 15:00 hrs.Kabul time**

### Please state the following in your Proposal

Details on any warranty/guarantee conditions:

#### REQUIREMENTS

Language: All documentation, including installation and operating manuals shall be in:

English    French    Spanish    Others

Number of Copies: Please submit your sealed bids in three copies (**One must be original**).

Submission: To Karim Zamani

**Law and Order Trust Fund (LOTFA)**  
**MoI, opposite of MoI finance Directorat,**  
**Kabul, Afghanistan**

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

**Table of Contents**

Request for Proposal (RFP) Cover Letter \_\_\_\_\_ 4

Annex I-Instructions to Offerors \_\_\_\_\_ 6

Annex II-General Conditions of Contract for Professional Services \_\_\_\_\_ 18

Annex III- Terms of Reference (TOR) \_\_\_\_\_ 23

Annex IV – Proposal Data Sheet \_\_\_\_\_ 29

Annex V – Proposal Submission Form \_\_\_\_\_ 32

Annex VI – Price Schedule \_\_\_\_\_ 33

Annex VII - Acknowledgement Letter \_\_\_\_\_ 36

Annex VIII – Technical Forms \_\_\_\_\_ 37

Annex IX - Model Contract Form for Professional Services Contract \_\_\_\_\_ 45

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

**PLEASE READ CAREFULLY**

<b>CHECK LIST FOR COMPLETE BID SUBMISSION*</b>		<b>Provided</b>	
		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 <b>Request for proposal (RFP) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers</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		
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		
ATTACHMENT VI - <b>Price Schedule (Must be in a separate envelop)</b>			

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

## Request for Proposal (RFP) Cover Letter

Date: December 25, 2011

Dear Sir/Madam,

**Subject: RFP No. UNDP/AFG/2011/0021--** Develop a safety and awareness campaign delivered by ANP targeting young people. Delivery sites will be schools and other venues where community members gather and orphanages if available.

You are requested to submit a proposal for Development of a variety of different community police engagement programming including Safety and Awareness Campaign Delivered by ANP targeting young people. Delivery sites will be schools and other venues where community members gather and orphanages if available.

Per enclosed Terms of Reference (TOR).

Note: Districts are subject to change based on operational requirements. Any changes will be made in consultation between UNDP, contractor, and MOI.

1. All proposals are subject to the Instructions to Offerors and such other provisions, specifications and instructions as are attached or incorporated herein by reference (hereinafter collectively called " Request for Proposal" or "RFP"). Solicitation documents hereunder include:

- |                                    |              |
|------------------------------------|--------------|
| i. Instructions to Offerors        | (Annex I)    |
| ii. General Conditions of Contract | (Annex II)   |
| iii. Terms of Reference (TOR)      | (Annex III)  |
| iv. Bid Data Sheet                 | (Annex IV)   |
| v. Proposal Submission Form        | (Annex V)    |
| vi. Price Schedule                 | (Annex VI)   |
| vii. Acknowledgement Letter        | (Annex VII)  |
| viii. Technical Form               | (Annex VIII) |
| ix. Model Contract form            | (Annex IX)   |

2. 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 25, December 2011 at 13:00 hours Kabul time.

Address: Law and Order Trust Fund (LOTFA)

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

MoI, opposite of MoI finance Directorate,  
Kabul, Afghanistan

Attention **Abdul Karim Zamani LOTFA CP project**

4. Interested parties are welcome to send any queries they may have with regard to this RFP through email [info@lotfa.org.af](mailto:info@lotfa.org.af) up to 5 days prior to the last date for submission of proposal. If you request 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. Your submission will be considered upon the provision with this RFP the following, failure in providing the requested documents may grounds for disqualification of the Offeror.
  - **Company Profile**
  - **Minimum of three years of experience in the relevant field**
  - **Reference list (Client list)**
6. The recipients of this RFP are requested to acknowledge receipt of this solicitation document and any amendments thereto to UNDP-LOTFA Afghanistan by completing the Annex VII acknowledgement letter. The acknowledgement letter must be signed stamped and should be sent via email to [info@lotfa.org.af](mailto:info@lotfa.org.af) five days after receipt of this RFP.
7. UNDP-LOTFA reserves the right to enter into contract with more than one company.

Yours sincerely,  
Procurement Unit  
UNDP-LOTFA Afghanistan

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

## **Annex I-Instructions to Offerors**

### **A. Introduction**

#### **1. General**

Purpose of RFP: Development of programming to facilitate engagement between MOI/ANP personnel and members of community.

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

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP-LOTFA 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 the procuring LOTFA entity in writing at the organization's mailing address or fax number indicated in the RFP. The procuring LOTFA entity 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 the organization'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, the procuring LOTFA entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

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

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring LOTFA entity 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 the procuring LOTFA entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

#### **7. Documents comprising the proposal**

The Proposal shall comprise the following components:

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

[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 \(Annex V\)](#)

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

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

## **8. Proposal form**

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

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

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

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

## **9. Proposal prices**

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

## **10. Proposal currencies**

**All prices shall be quoted in US dollars or monthly UN exchange rate will be applied.**

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

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

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

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

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

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

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

### **14. Documents comprising the proposal**

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;
- (d) organizational profile, track record and proposed key staff CVs
  - The Offeror must provide reference to previous similar projects implemented by the Company or Organization;
  - The proposal must contain background or area of specialization of the Company or Organization.

### **15. Proposal form**

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

#### **Management plan**

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.

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

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 the procuring LOTFA entity.

#### Resource 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.

#### Proposed methodology

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

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

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

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

Quality Assurance Mechanism which will be put in place, how quality can be assured, or is guaranteed, by the Offeror.

### 16. Proposal prices

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

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

### **17. Proposal currencies**

All prices shall be quoted in US dollars or any convertible currency.

### **18. Period of validity of proposals**

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

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

### **19. 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 authorized to bind the Offeror to the contract. The latter authorization 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.

### **20. Payment**

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

#### **Submission of Proposals**

### **21. 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 –

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

Address: **Law and Order Trust Fund (LOTFA)  
MoI, opposite of MoI finance Directorat,  
Kabul, Afghanistan**

**Attention Procurement Unit**

And,

- marked with –

**Request for proposal (RFP) – Develop a safety and awareness campaign delivered by ANP targeting young people. Delivery sites will be schools and other venues where community members gather and orphanages if available.**

- (b) Both inner envelopes shall indicate the name and address of the Offer or. 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, the procuring LOTFA entity will not assume responsibility for the Proposal’s misplacement or premature opening.

## **22. Deadline for submission of proposals**

Proposals must be received by the UNDP at the address specified under clause *Sealing and marking of Proposals* no later than 25, December 2011 **at 13:00 hours Kabul local time.**

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

## **23. Late Proposals**

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

## **24. Modification and withdrawal of Proposals**

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

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

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

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

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

## **E. Opening and Evaluation of Proposals**

### **25. Opening of proposals**

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

### **26. Clarification of proposals**

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

### **27. Preliminary examination**

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

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

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

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

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

## 28. 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 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 for Lot 1

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company/Firm				
				A	B	C	D	E
1	Experience of Offeror relevant for the implementation such as mediating in a dialogue; mobilising scholar community; working with than thinks groups, understanding of internal security, justice, human rights, civics, and police duty towards citizens; extent of ongoing, cooperative relationships with or networks of Afghan Civil Society, research organizations, MOI, and Parliament that would enable these projects.	25%	250					
2.	Approach and Methodology and Work Plan	35%	350					
3.	Professional staff qualifications, competence and experience for the assignment	20%	200					
4.	M& E mechanisms	20%	200					
<b>Total</b>			<b>1000</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:

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

**Form 1: Expertise of Firm / Organization 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
Experience of Offeror relevant for implementation such as mediating in a dialogue; mobilising scholar community members; understanding of internal security, justice, human rights, civics, and police duty towards citizens; extent of ongoing, cooperative relationships with or networks of Afghan Civil Society, research organizations, MOI, and Parliament that would enable these projects.							
1.1	Reputation of Organization and Staff; Competence / Reliability; Afghan firm/CSO or international organization with track record of Afghan civil society capacity building	20					
1.2	General Organizational Capability which is likely to affect implementation (example: Number of staff, experience of coordination with Ministries, police, international agencies in Afghanistan; experience in developing media, knowledge products, training and facilitation; experience moderating and facilitating multi-stakeholder discussions; disbursement of funds to other organizations.)	50					
1.3	Extent of ongoing, cooperative relationships with MOI, Parliament, research institutions, Afghan Civil Society Organizations that would enable these projects.	60					
1.4	Quality assurance procedures, warranty	30					
1.5	Relevance of: - Specialized Knowledge related to project - Experience on Similar Projects in Afghanistan - Work for UNDP/ Coalition/major multilateral/ bilateral programs	90					
		250					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the task?	70					
2.2	Have the important aspects of the task been addressed in sufficient detail?	60					
2.3	Is the conceptual framework adopted appropriate for	50					

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

	the task?						
2.4	Is the scope of task well defined and does it correspond to the TOR?	70					
2.5	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50					
2.6	Extent of interaction/harmonization with existing strategies/projects	50					
		350					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Professional staff qualifications								
3.1	Senior/Junior Expert/s		200					
		Sub-Score						
	General Qualification	40						
	Suitability for the Project	40						
	- Training/Facilitating Experience in the region of project scope	60						
	- Professional Experience in the area of specialization; Facilitation, Internal Security, Police Command and training Experience	60						
	Total Part 3		200					

Technical Proposal Evaluation Form 4			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
M&E								
4.1	Data collection methods		60					
4.2	Data Analysis, Developing indicators/results framework		80					
4.3	Qualifications of staff to undertake M&E		60					
	Total Part 4		200					

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

## Award of Contract

### **29. Award criteria, award of contract**

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

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

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

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

### **31. Signing of the contract**

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

### **32. Performance security**

Within 30 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide in the amount of **10%** of the total amount of the contract under the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract.

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

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

## **Annex II-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-LOTFA. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP-LOTFA 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-LOTFA or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP-LOTFA.

### **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-LOTFA for all sub-contractors. The approval of UNDP-LOTFA 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. OFFICIALS NOT TO BENEFIT**

The Contractor warrants that no official of UNDP-LOTFA 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

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

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-LOTFA as additional insured;

(ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP-LOTFA;

(iii) Provide that UNDP-LOTFA 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-LOTFA 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-LOTFA 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-LOTFA shall rest with UNDP-LOTFA and any such equipment shall be returned to UNDP-LOTFA at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP-LOTFA, shall be in the same condition as when delivered to the Contractor, subject to

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

normal wear and tear. The Contractor shall be liable to compensate UNDP-LOTFA 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-LOTFA'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-LOTFA in compliance with the requirements of the applicable law.

#### **12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP-LOTFA OR THE UNITED NATIONS**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP-LOTFA, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP-LOTFA or the United Nations, or any abbreviation of the name of UNDP-LOTFA 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-LOTFA, shall be treated as confidential and shall be delivered only to UNDP-LOTFA 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-LOTFA, any information known to it by reason of its association with UNDP-LOTFA which has not been made public except with the authorization of UNDP-LOTFA; 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-LOTFA, 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-LOTFA 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-LOTFA shall take such action as, in its sole

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

discretion; it considers being 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-LOTFA 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-LOTFA 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-LOTFA 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-LOTFA under this Article, no payment shall be due from UNDP-LOTFA 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-LOTFA may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP-LOTFA 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

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

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.

## **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.

## **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-LOTFA to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UNDP-LOTFA to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP-LOTFA before the payment thereof and UNDP-LOTFA 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-LOTFA 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-LOTFA to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP-LOTFA.

## **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

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

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-LOTFA 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-LOTFA.

#### **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-LOTFA.

### **Annex III- Terms of Reference (TOR)**

**Request for proposal (RFP)** – Development of community police engagement by supporting District level police deliver safety outreach training to young people.

#### **A. Introduction**

One of the critical areas of work of the UNDP in Afghanistan is in the area of Crisis Prevention and Recovery, within which the Law and Order Trust Fund for Afghanistan (LOTFA) is based. Within LOTFA there are three pillars;

Pillar I: Support to Police and Prisons remunerations and police infrastructure

Pillar II: Consolidated capacity development & institutional reform at policy, organizational and individual level.

Pillar III: Community Policing: Building of effective police-community partnerships (police e Mardume).

UNDP is working in the area of Community Policing known in Dari as *Police e Mardume* (Police with the people) to undertake decentralized activities to build effective police-community partnerships for effective service delivery, accountability and ensuring security based on democratic policing principles. Community policing is implemented by MOI with the support of UNDP through the Law and Order Trust Fund Afghanistan (LOTFA). Ground initiatives and outreach programs with the public and community groups have been undertaken with Afghanistan civil society.

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

“Building public confidence” in the police is a critical priority. To address this, a number of Afghan civil society and international community have supported community-police engagement mechanisms that strengthen responsiveness and accountability of the police. These have achieved positive results both in building public trust in the police, and connecting police to community resources that help them perform their duties more effectively.

UNDP in other jurisdictions with similar socio political situations has undertaken innovative programmes to bring the law enforcement agencies closer to their people. In Afghanistan, the UNDP has undertaken a study on Prospects of Democratic Policing in Afghanistan based on field based research in select districts of Kabul. This was undertaken based primarily on Ministry of Interior (MOI’s) priorities and the Ministry has shown keen interest to implement and expand the project across Afghanistan.

Earning the confidence of the people enables the Police to better protect citizens against crime and other threats to life, property, personal well being, and work as an important component of the criminal justice system. Building police and community relations combined with a public awareness program on citizen’s rights and duties will reinforce the legitimacy of the MoI.

## **Objectives**

To establish systems and mechanisms to institutionalize Police-community partnerships to enhance local security, service delivery and accountability;

- a. To develop forum/s where Community members will exchange views representing aspirations/concerns of community members and groups to the local police and local government through a democratic process and receive appropriate response from police and relevant Government agencies.
- b. To promote understanding amongst the rank and file of the police about their legal obligations, the rights of citizens, and requirement to be neutral, non discriminatory, sympathetic and respectful towards all community members.
- c. To develop an environment where community and Police partnerships will strengthen law enforcement and achieve better personal security situation, by removing fear of crime and activating criminal justice system.
- d. To promote systems which will facilitate development of efficient, accountable, effective and responsive policing?

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

## **B. Request for proposal (RFP) – Safety Outreach Targeting Young People**

Develop a safety and awareness campaign delivered by ANP targeting young people. Delivery sites will be schools and other venues where community members gather and orphanages if available.

The contractor will review current educational and awareness raising materials which can be used by police as a basis to implement awareness raising sessions. The contractor will identify age appropriate material, including material suitable for illiterate people. This material will be related to the following policing and safety topics:

- Fire Safety—Covering common fire dangers, prevention and response.
- First Aid—Including basic first aid responses for wounds, burns, and breaks, including how to call for aid, how to transport a victim to the hospital
- IED and mine awareness—providing information on recognizing, avoiding, and reporting IEDs/mines.
- Traffic Safety—including pedestrian safety aimed at children; familiarization with traffic signs and laws, and basic driving safety aimed at adults.
- Citizens rights and obligations
- Basic responsibilities/roles of the police, contacting the police and how to use reporting/oversight/complaint mechanisms such as 119/100 hotline and others

Printing will be funded separately by MoI/LOTFA and does not have to be budgeted for by the contractor.

Training will be provided to ANP personnel in the provinces and districts specified below. The contractor will be responsible for helping police make contact with their local district schools and other youth venues.

Training should be provided in “train the trainer” fashion so that ANP personnel (often illiterate) can build capacity of others in their units to deliver the briefings to schools and communities.

### **Expected Outputs**

1. Presentation of a work plan to UNDP/MOI LOTFA, including a schedule of activities for each district.
2. Identification of educational and awareness raising material, such as; pamphlets, brochures, posters, coloring books, which is appropriate for school aged children and youth, including young people who are illiterate. In order to identify these materials, the contractor will consult with organizations involved in policing and safety related topics (such as the ICRC, demining organizations, members of Emergency Education Cluster, and the relevant Afghan ministries).

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

3. Training for senior ANP personnel and members of the MoI Police-e-Mardume Secretariat on planning, implementing, and monitoring the impact of a community outreach campaign.
4. Training for ANP personnel (sergeants and patrolmen) to deliver briefings on specific safety topics to schools and communities, including:
  - a. training ANP on the content and delivery of briefings in a manner that allows them to deliver briefings appropriate to different community audiences and that enables the trainees to pass that on to other ANP personnel (course participants should receive certificate of completion signed by appropriate officials)
  - b. In-district mentoring to help ANP personnel makes the appropriate connections to district and community officials to request authorization to deliver briefings at schools, and other appropriate youth venues to ensure at least 3 briefings for each district trained. **This mentoring will emphasize the importance of getting approval for visits to each venue by the responsible school/community authorities so that police do not put schools and community centers at further risk by association with them.**
  - c. Accompanying ANP to the selected venues to facilitate and monitor the delivery of the briefings, providing feedback in order to improve performance.
  - d. Facilitating ANP follow up with the venues to cement the relationship. For instance, school children could be asked to do homework of sharing the information with their families, and submitting follow up questions, which the ANP would answer in a subsequent briefing, or ANP could invite the school children to visit their facilities for a school field trip, etc. Vendors should include any ideas for ensuring follow-up in their bid.
  - e. The contractor shall assist the ANP to engage the Afghan Boy and Girl Scouts if they have a presence in the targeted area. The Scouts have troops across the country and are expanding and standardizing training. The Scouts can serve as a "practice ground" for ANP Safety Outreach, helping the police refines their briefing techniques. The Scouts can provide feedback in a culturally appropriate way that allows the police to develop confidence and skills to meet with other school and community groups. At the same time, the police can develop ongoing interaction with the Scouts that supports Scout Safety Preparedness and other Merit and Vocational Badge activities related to policing or safety, as well as community service and career development activities. The bid should include expenses for support of Scout involvement.

### **Additional Considerations**

The contractor must avoid overloading the ANP with too much information, for example, the same staff cannot learn all the topics at the same time. Depending on manpower at the district level for community engagement activities, the contractor can either provide the general information on community outreach to all the personnel or then teach different subjects to different staff, or the contractor can teach the general outreach course and one of the topics at one time, following up with the other topics later.

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

The training should be provided in a manner that police can pass the training on to others, including premade syllabus and training materials. Transfer mechanism should consider that most participants are illiterate.

Partnering through the use of local based non government organizations to deliver the training is encouraged. The contractor should identify which organizations it will use and what capacity building it will provide, if necessary, to ensure quality services.

### Locations

Province	Districts
Herat	<ol style="list-style-type: none"> <li>1. Enjil</li> <li>2. Herat City (8 x police districts)</li> <li>3. Zinda Jan</li> <li>4. Ghoryan</li> <li>5. Karukh</li> <li>6. Pashtoon Zarghoon</li> <li>7. Kohsan</li> </ol>
Laghman	<ol style="list-style-type: none"> <li>1. Mehtarlam</li> </ol>
Nangarhar	<ol style="list-style-type: none"> <li>1. Bati Kot</li> <li>2. Behsood</li> <li>3. Jalalabad city (6 x police districts)</li> <li>4. Rodat</li> <li>5. Sorkh Rud</li> <li>6. Kot</li> <li>7. Dar I Noor</li> <li>8. Kama</li> </ol>
Kabul	<ol style="list-style-type: none"> <li>1. Sorobi</li> <li>2. Farza</li> <li>3. Paghman</li> <li>4. Khak e Jabar</li> <li>5. Bagrami</li> <li>6. Charasyab</li> <li>7. Kabul city (17 x police districts)</li> </ol>
Panjshir	<ol style="list-style-type: none"> <li>1. Panjshir</li> <li>2. Bazarak</li> <li>3. Rokha</li> <li>4. Dara</li> <li>5. Khenj</li> </ol>
Parwan	<ol style="list-style-type: none"> <li>1. Bagram</li> <li>2. Charkar</li> <li>3. Jabil Saraj</li> <li>4. Salang</li> </ol>
Bamyan	<ol style="list-style-type: none"> <li>1. Bamyan</li> </ol>

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

Note: Districts are subject to change based on operational requirements. Any changes will be made in consultation between UNDP, contractor, and MOI.

### **Duration of Contract**

- Total duration of contract: 8 months.

### **Reporting and Monitoring Arrangements**

The organization will report to the focal points of MoI/LOTFA Democratic Policing. The following reporting modalities are essential:

1. One progress report in English and Dari/Pashtu on a monthly basis.
2. Regular meetings organized by the organization with its field based coordinators/trainers, Provincial/District Police, and MOI officials as required.
3. One midterm assessment review report and one final assessment/impact report in English and Dari/Pashtu
4. Midterm review meeting to be organized with all stakeholders including Provincial/District Police, MOI officials, civil society organizations. Venue will be arranged by MoI/LOTFA
5. Presentation of the midterm assessment report to stakeholders at each Province that activities are conducted in.
6. A financial closure and final assessment and impact report. The impact report needs to be based on surveys of people who may be affected by the delivery of these services. This should include; teachers, students, parents, community representatives, representatives of community centers where the outreach is delivered, district and provincial level police.

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

### Annex IV – Proposal Data Sheet

The following specific data for the goods and services to be procured shall complement, supplement or amend the provisions in the Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail.

Deadline for Submission of Bids:	25, December 2011, 15:00 hours (Kabul local time)
Bids to be received at:/Bids to be marked:	<p><b>Procurement Unit</b>            Law and Order Trust Fund (LOTFA)            MoI, opposite of MoI finance Directorat,            Kabul, Afghanistan  <b>+93 796230053</b>  <b>+93 788566991</b></p> <p>ATTENTION: “PROCUREMENT UNIT”</p> <p><b>SEALED PROPOSAL: Request for proposal (RFP) – Develop a safety and awareness campaign delivered by ANP targeting young people. Delivery sites will be schools and other venues where community members gather and orphanages if available.</b></p> <p><b>DEADLINE: On or Before 25, December 2011, 13:00 hours (Kabul local time)</b></p> <p>NOT TO BE OPENED BY REGISTRY</p>
	<p>Proposals are to be submitted by the deadline as stated above as <b>sealed proposals</b> providing they are <u>signed and stamped</u> in all relevant places.</p> <p>Please send your proposal in good time. It is the Bidder’s responsibility to ensure that proposals sent by courier and are received by the deadline.</p> <p><u>Proposals submitted by fax or to any e-mail address will be rejected.</u>  <u>Late bids will not be accepted.</u></p>
Services to be provided in (Country):	Afghanistan.
Bid Validity Period:	120 days.
Deviations:	Any deviation must be disclosed in writing

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

Partial bids:	Partial bid will not be considered
Language of the Bid:	English.
Oral and written communication must be directed to UNDP-LOTFA Community Policing Unit:	UNDP Afghanistan E-Mail: <a href="mailto:ahmad.zaki@undp.org">ahmad.zaki@undp.org</a> Tel: 079 6230053
Requests for additional information:	Must be received at least ten (5) working days before the Deadline for Submission of proposals. Bidders are encouraged to raise queries as early as possible.
Bid submission:	<p><b>THE FOLLOWING MUST BE INCLUDED IN THE PROPOSAL SUBMISSION (1 ORIGINAL AND 2 COPIES):</b></p> <p><b>A. PROPOSAL SUBMISSION FORM (Annex5)</b></p> <p><b>Bid submission form:</b> Fully completed and duly authorized with signature INCLUDING CONTACT DETAILS OF BIDDER</p> <p>B: Suppliers Qualifications</p> <p><b>5.1 Profile of the company:</b> Giving a brief description of the company</p> <p><b>5.1.1 Details of years in business:</b> The company must document having a minimum of three years experience</p> <p><b>5.2 Other Reference Documents:</b></p> <p><b>5.2.1 List of Key Employees &amp; Qualifications:</b> The company must provide a list of employee(s) who will actually perform the services. The list shall include, name, task to be performed, qualifications, number of years experience performing the task and photocopies of any relevant education documents which are relevant to the services to be provided.</p> <p><b>5.2.3 Bank Credit Reference:</b> The eligible Bidder must include a credit reference issued by reputable, internationally recognized bank.</p> <p><b>5.2.4 Licenses:</b> licenses held by employees</p> <p><b>C) FINANCIAL (Annex 6)</b></p>

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

	<p><b>6.1. Price schedule form:</b> Fully completed and duly authorized. (See Annex 6, Price Schedule Below).</p> <p><b>All submittals shall bear seal/marking/signature of bidder. UNDP-LOTFA may request additional supporting documentation.</b></p> <p><b>Failure to provide all the above mentioned information may result in the bid being rejected. Bids that are unclear or leave room for interpretation will be considered non-responsive and will not be evaluated.</b></p> <p><b><u>NOTE: After receipt of bids, UNDP-LOTFA reserves the right to request any additional information or seek clarifications from the bidder to ascertain responsiveness of offers received</u></b></p>
--	--

(RFP LOTFA/MOI/0021-2011) – Develop a safety and awareness campaign delivered by ANP to School students and other community centers

## Annex V – Proposal Submission Form

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Recruitment, placement and administrative management services of staff in Afghanistan for the sum \_\_\_\_\_ as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

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

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

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

Dated this day /month \_\_\_\_\_ of year \_\_\_\_\_

Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf

## Annex VI – 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 Paragraph 14(b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes. The UNDP-LOTFA 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.

**The format shown on the following pages is a SAMPLE that could 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.**

### Price Schedule:

**RFP No. Request for proposal (RFP) –** Develop a safety and awareness campaign delivered by ANP targeting young people. Delivery sites will be schools and other venues where community members gather and orphanages if available.

**Note: The financial proposal must be sealed in a separate envelope than the technical proposal otherwise your proposal will be disqualified.**

Description	Total Cost USD
1. Fees and Salaries of trainers and experts	
2. Total Cost for training of police and community personnel	
3. Transport, workshops, meeting expenses etc	
4. Impact assessment report	
5. Organization costs	
<b>Total Cost</b>	

Description of Activity/Item (add as many line heads and line items as required)	Number/ unit	Rates (USD per Unit)	Weeks	Total Amount (unit x rate x week) (USD)

<b>1.</b>	<b>Line head (e.g., Salaries /fees)</b>				
1.1	Line item remuneration of project coordinator				
1.2					
1.3					
<b>2.</b>	<b>Line head for workshops/trainings/meetings</b>				
2.1	Meetings/workshops with experts				
2.2	Stationary and equipment				
2.3	DSA or refreshments to trainers				
<b>Total Cost</b>					

<b>Description of Activity/Item</b> (add as many line heads and line items as required)		<b>Number/ unit</b>	<b>Rates (USD per Unit)</b>	<b>Weeks</b>	<b>Total Amount (unit x rate x week) (USD)</b>
<b>3.</b>	<b>Line head impact assessment report</b>				
3.1	documentation				
3.2	Remuneration for documentation expert				
<b>Total Cost</b>					
<b>4</b>	<b>Line head: Transport, workshops, meetings</b>				
4.1					
4.2					
4.3					
<b>5.</b>	<b>Line Head: Organization costs</b>				
5.1					
5.2					

<b>Description</b>	<b>Total Cost USD</b>
1. Fees and Salaries of trainers/experts	
2. Total Cost for training of police personnel of computer and technical training	
3. Equipment for information desks	
4. Impact assessment report	
5. Organization costs	
<b>Total Cost</b>	

--

<b>Description of Activity/Item</b> (add as many line heads and line items as required)		<b>Number/ unit</b>	<b>Rates (USD per Unit)</b>	<b>Weeks</b>	<b>Total Amount (unit x rate x week) (USD)</b>
<b>1.</b>	<b>Line head (e.g., Salaries /fees)</b>				
1.1	Line item remuneration of project coordinator				
1.2					
1.3					
<b>2.</b>	<b>Line head for workshops/trainings/meetings</b>				
2.1	Meetings/workshops with experts				
2.2	stationary				
2.3	DSA or refreshments to trainers				
<b>Total Cost</b>					

<b>Description of Activity/Item</b> (add as many line heads and line items as required)		<b>Number/ unit</b>	<b>Rates (USD per Unit)</b>	<b>Weeks</b>	<b>Total Amount (unit x rate x week) (USD)</b>
<b>3.</b>	<b>Line head : Equipment for information desks</b>				
3.1	Cost of computers, printers				
3.2	Tables /chairs				
3.3	Transportation from regional centre to police station				
<b>Total Cost</b>					
<b>4</b>	<b>Line head: impact assessment report</b>				
4.1					
4.2					
4.3					
<b>5.</b>	<b>Line Head: Organization costs</b>				
5.1					
5.2					

## Annex VII - Acknowledgement Letter

**PLEASE TYPE OR PRINT ELEGIBLY & RETURN BY 25, December 2011 VIA email: [info@lotfa.org.af](mailto:info@lotfa.org.af)**

Date

Dear Mr,

**Subject: Request for proposal (RFP)** – Develop a safety and awareness campaign delivered by ANP targeting young people. Delivery sites will be schools and other venues where community members gather and orphanages if available.

We the undersigned acknowledge receipt of your Request for Proposal dated 25, *December 2011* for the Development of programming to facilitate engagement between MOI/ANP personnel and local community members.

a)  we intend

b)  we do not intend

To submit a proposal to the United Nations Development Program by the deadline of \_\_\_\_\_.

Name of our representative (s) designated for this engagement		..... , and 2.....			
Firm/Company's name (Proposer)					
Address:					
City		State		Zip	
Signature of Authorized Representative:					
Name		Title			
Telephone No.		Ext.		Fax No.	
Email address					

## **Annex VIII – 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-LOTFA  
         Kabul.

Dear Sirs/Madams:

We, the undersigned, offer to provide Development of programming to facilitate engagement between MOI/ANP personnel's and community members. 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 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We remain,

Yours sincerely,

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

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

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

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

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

\_\_\_\_\_  
Dated this day /month of year

**Signature**

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

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

### **A - Offeror's Organization**

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

## B - Offerors 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: \_\_\_\_\_

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

---

- 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 -4 Team Composition and Task Assignments**

<b>Professional Staff</b>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

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

1. **Proposed Position** *[only one candidate shall be nominated for each position]*: \_\_\_\_\_
2. **Name of Firm** *[Insert name of firm proposing the staff]*: \_\_\_\_\_  
\_\_\_\_\_
3. **Name of Staff** *[Insert full name]*: \_\_\_\_\_
4. **Date of Birth**: \_\_\_\_\_ **Nationality**: \_\_\_\_\_
5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]*: \_\_\_\_\_  
\_\_\_\_\_
6. **Membership of Professional Associations**: \_\_\_\_\_  
\_\_\_\_\_
7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]*: \_\_\_\_\_  
\_\_\_\_\_
8. **Countries of Work Experience**: *[List countries where staff has worked in the last ten years]*: \_\_\_\_\_  
\_\_\_\_\_
9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*: \_\_\_\_\_  
\_\_\_\_\_
10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]*:  
\_\_\_\_\_

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

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

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

<p><b>11. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[Among the assignments in which the staffs have 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> <p>Client: _____</p> <p>Main project features: _____</p>
--	--

	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: \_\_\_\_\_

## Annex IX - Model Contract Form for Professional Services Contract

Dear Sir/Madam,

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

The United Nations Development Program (hereinafter referred to as "UNDP-LOTFA"), 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-LOTFA 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-LOTFA 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-LOTFA, 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:



3.4 UNDP-LOTFA shall effect payments to the Contractor after acceptance by UNDP-LOTFA of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

MILESTONE	AMOUNT	TARGET DATE
Upon.....	.....	././....
.....	.....	././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

#### 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-LOTFA 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-LOTFA's property in its custody as set forth in paragraph 4.1 above.

4.2 Each invoice paid by UNDP-LOTFA shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP-LOTFA or the authorized agents of the UNDP-LOTFA 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-LOTFA other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP-LOTFA have not been used as per contract clauses; the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP-LOTFA 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-LOTFA 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-LOTFA 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-LOTFA 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-LOTFA hereunder.

4.3 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP-LOTFA 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-LOTFA 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-LOTFA of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP-LOTFA.

**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-LOTFA.

**6. Time and manner of payment**

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP-LOTFA. UNDP-LOTFA 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-LOTFA 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. Security:**

9.1 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.

9.2 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.

9.3 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-LOTFA's property in its custody as set forth in paragraph 3.1 above.

## **10. Audits and investigations:**

Each invoice paid by UNDP-LOTFA shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP-LOTFA or the authorized agents of the UNDP-LOTFA 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-LOTFA shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP-LOTFA other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP-LOTFA have not been used as per contract clauses; the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP-LOTFA reserves the right to seek recovery and/or to take any other action as it deems necessary.

The Contractor acknowledges and agrees that, at anytime, UNDP-LOTFA 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-LOTFA 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-LOTFA 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-LOTFA hereunder.

## **11. Anti-terrorism:**

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP-LOTFA 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-LOTFA 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.

## 12. Notifications

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

For the UNDP-LOTFA:

\_\_\_\_\_ [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,

Country Director

For [INSERT NAME OF THE COMPANY/ORGANIZATION]

Agreed and Accepted:

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **General Terms and Conditions for Goods**

### **1. ACCEPTANCE OF THE PURCHASE ORDER**

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall affect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind LOTFA unless agreed to in writing by a duly authorized official of LOTFA.

### **2. PAYMENT**

2.1.1 LOTFA shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.1.3 Unless authorized by LOTFA, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of LOTFA.

### **3. RISK OF LOSS**

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

### **4. EXPORT LICENCES**

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licenses required for the goods.

### **5. FITNESS OF GOODS/PACKAGING**

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by LOTFA, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

### **6. INSPECTION**

1. LOTFA shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

### **7. RIGHTS OF LOTFA**

In case of failure by the Supplier to fulfill its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licenses, or to make delivery of all or part of the goods by the agreed delivery date or dates, LOTFA may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

a) Procure all or part of the goods from other sources, in which event LOTFA may hold the Supplier responsible for any excess cost occasioned thereby.

b) Refuse to accept delivery of all or part of the goods.

c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of LOTFA.

### **8. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with LOTFA- to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by LOTFA.

### **9. ASSIGNMENT AND INSOLVENCY**

11.1. The Supplier shall not, except after obtaining the written consent of LOTFA, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, LOTFA may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.