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## PLEASE READ CAREFULLY

CHECK LIST FOR COMPLETE BID SUBMISSION*	Provided	
	Yes	No
BID IS PROPERLY SEALED		
LANGUAGE OF BID IS AS REQUESTED (ENGLISH)		
HARDCOPY ONE (1) ORIGINAL AND ONE (2) COPIES		
DOCUMENTS AND ENVELOPES SHALL BE MARKED "ORIGINAL" AND "COPY" AS APPLICABLE		
TECHNICAL AND FINANCIAL PROPOSALS ARE IN SEPARATE ENVELOPE AND SHALL BE MARKED WITH "RFP No. UNDPAFG/2011/0138 Monitoring Agent Services"		
"COPY" OR ORIGINAL AS APPLICABLE		
<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 - Price Schedule (in separate envelope)		



## Request for Proposal (RFP) Cover Letter

**Date: September 22, 2011**

Dear Sir/Madam,

**Subject: RFP No. UNDPAFG/2011/0138 Monitoring Agent Services**

1. You are requested to submit a proposal for Monitoring Agent Services under UNDP/Afghanistan Peace and Reintegration Programme (APRP), as per enclosed Terms of Reference (TOR).
2. 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)
3. To enable you to submit a proposal, your offer comprising the Technical Proposal and the Financial Proposal, in separate sealed envelopes should reach the following address no later than **Thursday 06, October, 2011 at 11:00 hours Kabul time.**

Address: United Nations Development Programme (UNDP)  
Shah Mahmood Ghazi Watt  
Kabul, Afghanistan

Attention Procurement Unit

4. Interested parties are welcome to send any queries they may have with regard to this RFP through email [procurement.af@undp.org](mailto:procurement.af@undp.org) 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 ground for disqualification of the Offeror.

- **Company Profile**
- **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 Afghanistan by completing the Annex VII acknowledgement letter. The acknowledgement letter must be signed stamped and should be sent via email to [procurement.af@undp.org](mailto:procurement.af@undp.org) five days after receipt of this RFP.

7. A Pre-Proposal meeting will be held on **Thursday 29, September, 2011 at 14:00 hours (02:00pm Kabul Local Time)** at UNDP compound, to familiarize the Offerors with the requirements.

*The representatives of the Offerors are requested to confirm their presence by sending email to [procurement.af@undp.org](mailto:procurement.af@undp.org). The representatives of the Offerors are requested to reach UNDP compound Main Gate at 1350 hours (01:50 pm) on the stipulated date.*

8. UNDP reserves the right to enter into contract with more than one company.

Yours sincerely,  
Procurement Unit  
UNDP Afghanistan



## Annex I-Instructions to Offerors

### A. Introduction

#### 1. General

**Purpose of RFP:** *To conduct Monitoring Agent accordance with the International Standards of Auditing to determine the regularity of the receipt, custody, expenditure, and accounting for UNDP/APRP resources and assess the overall operational and internal control system for management of the project.*

#### 2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP/APRP 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 UNDP/APRP entity in writing at the organization's email address indicated in the RFP. The procuring UNDP/APRP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two days 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 UNDP/APRP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment. All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP/APRP 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 UNDP/APRP 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 \(Annex VI\)](#)

### 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. 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/APRP 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/APRP 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.

## 10. 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.

## 11. Proposal form

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

### (a) *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.

This section should also describe the organisational 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 UNDP/APRP entity.

(b) *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.

(c) *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.

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

## 12. 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.

## 13. Proposal currencies

All prices shall be quoted in US dollars or any convertible currency (*UN exchange rate shall be applied*).

## 14. 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.

## 15. Payment

**UNDP shall effect payments to the Contractor after acceptance by UNDP/APRP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.** (The detailed indicators will be defined in the contract at the time of award)

## B. Submission of Proposals

### 16. 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 –

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

and,

- marked with –

**“RFP No. UNDPAFG/2011/0138 Monitoring Agent Services”**

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

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

### 17. 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 **Thursday 06, October, 2011 at 11:00 am Kabul local time.**

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

#### **18. Late Proposals**

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

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

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP/APRP 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**

#### **20. Opening of proposals**

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

#### **21. 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.

#### **22. 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.

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.

### 23. 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) and meeting the requirements as per the Technical Evaluation Criteria.***

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

### ***Technical Evaluation Criteria***

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organization submitting Proposal	40%	450					
2.	Proposed Work Plan and Approach	25%	250					
3.	Personnel	35%	300					
<b>Total</b>			<b>1000</b>					



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

Form 1: Expertise of Firm / 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
<b>Expertise of firm / organization submitting proposal</b>							
1.1	Reputation of Organization and Staff (Competence / Reliability)	120					
1.2	General Organizational Capability which is likely to affect implementation (example: Experience of coordination with line Ministries, international agencies in Afghanistan; experience in capacity development training, knowledge products, and training tools.)	150					
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.	20					
1.4	Quality assurance procedures, warranty	70					
1.5	Relevance of: - Specialized Knowledge in Monitoring agent and capacity development training. - Experience on Similar Programme / Projects - Experience on Projects in the Region, especially in Afghanistan. Work for UNDP/ major multilateral/ or bilateral programmes	90					
		<b>450</b>					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Proposed Work Plan and Approach</b>							
2.1	To what degree does the Offeror understand the task?	70					
2.2	Have the important aspects of the task been addressed in sufficient detail?	40					
2.3	Is the conceptual framework adopted appropriate for the task?	30					
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?	40					
		<b>250</b>					



Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
<b>Personnel</b>								
3.1	Senior Expert 1		150					
			Sub-Score					
General Qualification			110					
Suitability for the Project								
- Training Experience			70					
- Professional Experience in the area of specialization			40					
- Language Qualifications			40					
			150					
3.2	Other professional staff		150					
			Sub-Score					
General Qualification			110					
Suitability for the Project								
- Training Experience			70					
- Professional Experience in the area of specialization			40					
- Language Qualification			40					
			150					
<b>Total Part 3</b>			<b>300</b>					



## E. Award of Contract

### 24. Award criteria, award of contract

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

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

### 25. 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.

### 26. 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.

### 27. Performance security

**Within 15 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide a performance security in the amount of USD 10,000.00**

Failure of the successful Offeror to comply with the requirement of Clause 27 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.



## 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. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

### 2. SOURCE OF INSTRUCTIONS

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

### 3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

### 4. ASSIGNMENT

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

### 5. SUB-CONTRACTING

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

### 6. OFFICIALS NOT TO BENEFIT

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

### 7. INDEMNIFICATION

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



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

## 8. INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

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

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

(i) Name UNDP as additional insured;

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

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

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

## C. 9. ENCUMBRANCES/LIENS

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

## 10. TITLE TO EQUIPMENT

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

## 11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents



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

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

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

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

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

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

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

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

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

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

## **15. TERMINATION**



- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## 16. SETTLEMENT OF DISPUTES

### 16.1. Amicable Settlement

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

### 16.2. Arbitration

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

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

## 19 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

## MINES

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

## OBSERVANCE OF THE LAW

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

## AUTHORITY TO MODIFY

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



## Annex III- Terms of Reference (TOR)

### MONITORING AGENT

#### **Background:**

The Afghanistan Peace and Reintegration Programme (APRP) is led and managed by the Government of Afghanistan (GoA) through the APRP Joint Secretariat (JS). UNDP-Support Project (00076674) provides technical and operational support, under National Implementation (NIM) modality – to establish relevant capacities within the GoA for implementation of the programme. This includes assistance to the Ministry of Finance (MoF) in the management of Peace and Reintegration Trust Fund (P&RTF) and support of the building relevant capacities at the JS and in line Ministries at the central and provincial levels for effective delivery of the programme outputs. The main objective of the programme is to:

- Provide reintegration opportunities to Anti-Government Elements (AGEs) and members of insurgent groups who renounce violence and join the national peace and reconciliation process. The project commenced in August 2010 and will continue through July 2015.

#### **Objectives:**

The Monitoring Agent (MA) is intended to provide monitoring services (performance and operational reviews) to the APRP and assess the capacity development needs of APRP institutions as well as address weaknesses identified during this assignment through a brief presentation of findings and recommendations. This will ensure that both the GoA's and UNDP's applicable policies, procedures, rules and regulations (e.g. Standard Operating Procedures/SOPs for the purposes of guiding day-to-day operations of APRP) are practiced and fully complied with by the JS, the Provincial Joint Secretariat Teams (PJSTs) and line ministries.

The consultant(s) will conduct reviews of the programme accounts on a regular basis, and ensure that proper records and filing systems are in place, and checks and balances exist in the central and provincial offices for maintaining transparency and accountability in the utilization of the programme budget. In addition, the consultant(s) will assess capacity development needs of APRP institutions at the central and provincial levels. The MA contract requires an auditing firm to carry out procedures of an audit nature to which the firm and UNDP have agreed and report on factual findings. The audit firm will comply with the 'Code of Ethics for Professional Accountants', issued by IFAC and conduct the agreed upon procedures in accordance with International Standards on Related Services 4400 and the terms of reference of the contract as well as prepare the financial reports in accordance with International Standards on Related Services 4410 and the terms of the contract.

*The consultancy services shall cover the programme activities from January 2011 onward – and shall continue till the end of December 2012.*

The consultant(s) will closely work with the UNDP Country Office and UNDP-APRP Project Support Team and is expected to carry out regular procedures of an audit nature and to report on factual findings for UNDP on the implementation of technical and operational support



projects. The consultants will also conduct monitoring visits to **twenty nine (29) provincial offices** in different parts of Afghanistan **and line ministries in Kabul plus the High Peace Council (HPC) and Joint Secretariat (JS)** where the programme is being implemented and expenses recorded. The responsibilities of the consultant(s) will include, but not be limited to:

**A. Programme focus areas:**

- Ascertain that pertinent documents, including Memorandum of Understanding (MoU), Letter of Agreements (LoAs) and contracts for small grant and other development projects with Implementing Partners (IPs), and Funding Agreements are approved/signed by the defined implementing partners and designated provincial authorities in compliance with agreed and applicable UNDP and/or government policies and procedures;
- Ascertain that planned activities are carried out as per the terms of reference and contracts agreed toward the project objectives and all obligations in LoAs are properly met and reporting requirements in agreements are duly met by concerned parties;
- Ensure that all required plans are prepared and targets are achieved as per the plan e.g. project annual work plan (AWP), monitoring and evaluation (M&E) plan, annual procurement plan, annual human resource plan etc.;
- Ensure that activities of the programme are carried out as per the project document/LOAs, and agreed work plans and relevant reports are made available as per the agreed timelines;
- Periodically brief the UNDP teams (CO and UNDP-APRP Support Team) on progress and any outstanding issues;
- Report on emerging issues and actions needed and flag critical issues to UNDP;

**B. Operations focus areas:**

Human resources:

- Review HR plan and ensure availability of the HPC, JS and PJSTs staff listing both for national and international staff, including consultants and other necessary details.;
- Review the overall recruitment practice of HR vis-a-vis the government and UNDP recruitment policies and procedures, and ensure that weaknesses are identified, and proposed corrective actions are taken immediately with incidents of deviation indicated in regular reports.
- Review adequacy of personnel files and ensure availability of all necessary supporting documents.

Finance (incl. cash management):

- Review and reconcile programme accounts against expenditure reports (expenditure details);
- Review if the government and UNDP rules and regulations are applied in expenditures, and sufficient proofs and supporting documents exist for all expenditures made, including for Facilities and Administrative (F&A) fees;
- Establish payment checklist and review if the payment vouchers have all the relevant supporting documents and adequate approvals as per the checklist;



- Review adequacy of cash management, e.g. its safeguarding, the purposes of petty cash use;
- Perform consistency checks with other sources of information and ensure production of timely reports to satisfy fiduciary standards;
- Review if second tranches to programme IPs are issued in accordance with the relevant SOPs, and if appropriate reasons for release of funds are available and rules and regulations are followed;
- Review segregation of duties and responsibilities (approval and disbursement functions) and identify weaknesses in the financial management and the internal control system; and
- Inform JS APRP and UNDP-Support Team of the nature of exceptions and advise on steps to improve compliance with eligible rules and regulations;

*Procurement and Contract Management:*

- Ensure availability of Procurement plans/documentation and timeliness of its approval/signing;
- Review the procurement actions and ensure that they are carried out in accordance with the applicable government, UNDP procurement processes, or special rules envisaged for APRP;
- Review payments and ensure that they were made subject to submission of invoices and approval of the certificate of payment along with performance evaluation;
- Review LTAs and ensure that their amendments are available and approved as per the government policies and/or UNDP procurement rules;
- Review overall contracts management and agreements practice of the programme and ensure that a proper and effective system is put in place;
- Review coordination and oversight; and
- Review segregation of duties and responsibilities (buyer and approver) and identify weaknesses in the procurement management and internal control system.

*Assets:*

- Review the Statement of Non-expendable items and ensure its adequacy and completeness;
- Ensure the inventory listing is properly maintained, updated in a timely fashion, and duly authenticated by the institutions concerned (HPC, JS, PJST, Line Ministries or other parties);
- Ensure that inventory listing is backed-up/reconciled with financial records and procurement records;
- Ensure that physical inventory is taken every six months, including ensuring that the assets with third parties are properly accounted for and are being highlighted in the inventory listing;
- Ensure that programme asset records at the central and provincial levels are regularly reconciled with asset records maintained at the asset database in JS, and that any difference is investigated and proper action is taken in time;
- Ensure certified inventory reports are regularly received from the IPs (NGO, CDCs, DDAs, Government and other entities); and
- Ensure that all transfers of inventory items are done through adequate transfer documents and proper supporting documentation is available.

*Regional or Provincial Offices:*



- Visit regional/provincial offices on a regular basis and ensure that proper internal control systems are put in place to safeguard resources including cash, capital and non-capital assets and facilities.

***C. Capacity Development focus of APRP institutions:***

- Ascertain capacity development needs of APRP institutions at all levels;
- Conduct regular analysis of improvement of the institutional capacity both at the central and provincial levels;
- Provide recommendations on the type of interventions, training and other capacity development activities to improve the performance of all APRP institutions; and
- Based on the findings and recommendations, the consultant(s) will be required to conduct presentations to discuss findings and recommendations to improve the institutional capacity of APRP. The presentations should be held prior to departing the monitoring site, both in Kabul and provinces;

**Expected deliverables:**

The MA is expected to deliver regular monitoring agent services and capacity assessment reports by bringing critical issues to the attention of the management of JS APRP, HPC, UNDP CO, UNDP-APRP Support Team as they are identified, and recommend corrective actions to be taken immediately. This should constitute part of the capacity development as well to present findings and ways to improve those weaknesses identified.

**The reports and the presentations will be required on a monthly basis for the initial six months. Depending on the decision from APRP or UNDP management, the reporting and presentation cycle may shift to a quarterly basis for the remaining duration of the contract; in this case the budget consequences will be affected accordingly.**

*The firm must ensure availability of their consultants/staff at all times during the period of the contract. Replacement of any contracted consultant needs prior approval of UNDP in writing.*

**Duration of the services:**

The consultancy services are required for approximately *14.5 months* (20 October 2011 – 31 December 2012) upon signing of the contract with UNDP. Further extension is subject to satisfactory performance.

**Estimated budget being reviewed:**

The average annual budget for provincial offices will be around USD 24 Million and central office and line ministries will be around USD 54 Million.

**Required skills and experience:**

*Education:*

- Advanced university degree in Management, Business Administration, Public Administration, Accounting and Finance, Statistics, or other related fields
- A first level degree in combination with a certification as Chartered Accountant (CA) or Certified Public Accountant (CPA) may be accepted in lieu of an advanced degree.



- Certified Internal Auditor (CIA) designation is required.

*Experience:*

- 5-7 years of professional experience in audit or another directly relevant area.
- Working experience in International organisation/s is required. Experience working in Afghanistan and/or in the region is desirable.
- Familiarity with UNDP activities, especially National Implementation (NIM) modality projects and financial management system is a strong asset.

*Language:*

- Fluency in written and spoken English is required.
- Knowledge of local language/s (Dari or Pashto) is required (*through translator*).



## Annex I: List of APRP Offices

Regional Zone	Provinces	Regional Zone	Provinces	Regional Zone	Provinces
<b>Northern Region (a)</b>	Balkh	<b>Central Region</b>	Kabul	<b>Southern Region</b>	Kandahar
	Sar-e-Pul		Kapisa		Zabul
	Jawzjan		Panjsher		Uruzgan
	Faryab		Parwan		Helmand
	Samangan		Wardak		Nimroz
<b>Northern Region (b)</b>	Kunduz		Logar	<b>Western Region</b>	Herat
	Baghlan		Paktiya		Farah
	Takhar		Ghazni		Ghor
	Badakhshan		Khost		Badghis
<b>Eastern Region</b>	Jalalabad		Paktika		
	Kunar		Bamyan		
	Laghman		Daikundi		
	Nuristan				



## Annex II: Qualifications of an Auditor

The auditor must be completely impartial and independent from all aspects of management or financial interests in the entity being audited. The auditor should not, during the period covered by the audit nor during the undertaking of the audit, be employed by, serve as director for, or have any financial or close business relationships with any senior participant in the management of the entity. It may be appropriate to remind an auditor of any existing statutory requirements relating to independence and to require an auditor to disclose any relationship that might possibly compromise his/her independence.

The auditor should be experienced in applying either ISA or INTOSAI audit standards, whichever is applicable for the audit. The auditor must employ adequate staff with appropriate professional qualifications and suitable experience with ISA or INTOSAI standards, including experience in auditing the accounts of entities comparable in size and complexity to the entity being audited.

Curriculum vitae (CVs) should be provided to the client by the principal of the firm of auditors who would be responsible for signing the opinion, together with the CVs of managers, supervisors and key personnel proposed as part of the audit team. It would be appropriate to indicate required/minimum professional qualifications necessary for the senior auditors/principals responsible for the audit. CVs should include details on audits carried out by the applicable staff, including on-going assignments indicating capability and capacity to undertake the audit.



## Annex 3: Sample Audit Report

**Auditor's report to:*****APRP and UNDP Senior Management******a) Certification of APRP Statement of Expenditure (SoE)***

We have audited the accompanying APRP Statement of Expenditure for the period [insert period] to [insert period]. The SoE is the responsibility of the APRP. Our responsibility is to express an opinion on the SoE based on our audit.

We conducted our audit in accordance with International Standards of Auditing (ISA). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the SoE is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the SoE. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the SoE. We believe our audit provides a reasonable basis for our opinion.

In our opinion, **the SoE presents fairly (unqualified (positive audit opinion))**, in all material respects the expenditure of \_\_\_\_\_ [insert amount in US\$] incurred by the project and audited by us for the period [insert period] to [insert period] in accordance with government of Afghanistan accounting requirements.

**Or (qualified - a negative audit opinion)**

In our opinion, **the SoE, except for** the reasons indicated above in paragraphs (1), (2), (3), etc., presents fairly in all material respects the expenditure of \_\_\_\_\_ [insert amount in US\$] incurred by the project which we have audited for the period [insert period] to [insert period] in accordance with government of Afghanistan accounting requirements. The total **net financial impact** of this qualified opinion is \_\_\_\_\_ [insert amount in US\$].

**Or (disclaimer - a negative audit opinion)**

We were **unable to obtain sufficient appropriate audit evidence** and accordingly are unable to express an opinion on the statement of expenditure of \_\_\_\_\_ [insert amount in US\$] incurred by the project and audited by us for the period [insert period] to [insert period]. The total **net financial impact** of this disclaimer opinion is \_\_\_\_\_ [insert amount in US\$]. *Note: The total amount indicated should be the amount of the SoE expenditure.*

**Or (adverse - a negative audit opinion)**

We noted material differences between \_\_\_\_\_ and the statement of expenditure. As such, we **do not express an opinion** on the statement of expenditure, of \_\_\_\_\_ [insert amount in US\$] incurred by the project and audited by us for the period [insert period] to [insert period]. The total **net financial impact** of this adverse opinion is \_\_\_\_\_ [insert amount in US\$].

***b) Certification of Statement of Assets and Equipment***

We have audited the accompanying Statement of Assets and Equipment (“the statement”) of the APRP offices \_\_\_\_\_ as at [insert date]. The statement is the responsibility of the management of the project. Our responsibility is to express an opinion on the statement based on our audit.

We conducted our audit in accordance with International Standards of Auditing. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the statement. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the statement. We believe our audit provides a reasonable basis for our opinion.

In our opinion, the statement of assets and equipment presents fairly (**unqualified/favorable**), in all material respects the inventory balance of the project amounting to \_\_\_\_\_ [insert amount in US\$] as at [insert date] in accordance with APRP requirements.

***c) Certification of Statement of Cash Position***

We have audited the accompanying Statement of Cash Position (“the statement”) of the APRP office \_\_\_\_\_ [insert date]. The statement is the responsibility of the management of the project. Our responsibility is to express an opinion on the statement based on our audit.



We conducted our audit in accordance with International Standards of Auditing. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the statement. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the statement. We believe our audit provides a reasonable basis for our opinion.

In our opinion, the statement of cash position presents fairly (unqualified (positive audit opinion)), in all material respects the cash balance of the project amounting to \_\_\_\_\_ [*insert amount in US\$*] as at [Insert date] in accordance with APRP requirements.

This report is intended solely for the information and use of APRP and UNDP.

Date of issuance: \_\_\_\_\_

AUDITOR'S NAME (Please print): \_\_\_\_\_

AUDITOR'S SIGNATURE: \_\_\_\_\_

STAMP AND SEAL OF AUDIT FIRM: \_\_\_\_\_

AUDIT FIRM ADDRESS: \_\_\_\_\_

AUDIT FIRM TEL. NO. \_\_\_\_\_

**Note:** Audit opinions must be one of the following: (a) qualified, (b), unqualified, (c) adverse, or (d) disclaimer. If the audit opinion is other than “unqualified” the audit report must describe both the nature and amount of the possible effects on the financial statements (**NET FINANCIAL IMPACT**). A definition of audit opinions is provided in Annex 4.



## Annex 4: Definition of Audit Opinions

### **Unqualified (Clean or positive) Opinion**

An unqualified opinion should be expressed when the auditor concludes that the financial statements give a true and fair view or are presented fairly, in all material respects, in accordance with the applicable financial reporting framework.

### **Qualified Opinion – a negative audit opinion**

A qualified opinion should be expressed when the auditor concludes that an unqualified opinion cannot be expressed but that the effect of any disagreement with management, or limitation on scope is not so material and pervasive as to require an adverse opinion or a disclaimer of opinion. A qualified opinion should be expressed as being ‘except for’ the effects of the matter to which the qualification relates.

### **Disclaimer of opinion – a negative audit opinion**

A *disclaimer of opinion* should be expressed when the possible effect of a limitation on scope is so material and pervasive that the auditor has not been able to obtain sufficient appropriate audit evidence and accordingly is unable to express an opinion on the financial statements.

### **Adverse – a negative audit opinion**

An *adverse opinion* is expressed by an auditor when the financial statements are significantly misrepresented, misstated, and do not accurately reflect the expenditure incurred and reported in the financial statements (CDR, statement of cash, statement of assets and equipment).

An *adverse opinion* is expressed when the effect of a disagreement is so material and pervasive to the financial statements that the auditor concludes that a qualification of the report is not adequate to disclose the misleading or incomplete nature of the financial statements.


### Annex 5: Categorization of Audit Findings by Risk Severity

<b>High</b>	Action that is considered imperative to ensure that APRP is not exposed to high risks (i.e. failure to take action could result in major consequences and issues).
<b>Medium</b>	Action that is considered necessary to avoid exposure to significant risks (i.e. failure to take action could result in significant consequences).
<b>Low</b>	Action that is considered desirable and should result in enhanced control or better value for money.



### Annex 6: Classification of possible causes of Audit Findings

1. **Lack of/or inadequate policies/procedures/guidelines**
2. **Lack of/or inadequate guidance/supervision at the project level**
3. **Inadequate guidance/monitoring at APRP office level**
4. **Lack of/or insufficient resources (specify: financial, human or, technical resources)**
5. **Inadequate planning**
6. **Inadequate training**
7. **Human error**
8. **Intentional overriding of internal controls**
9. **Inadequate management structure**

<b>United Nations Development Programme</b>  <i>UNDP- AFGHANISTAN</i> <i>Procurement Unit</i>		<b>REQUEST FOR PROPOSAL</b>
		<b>RFP No. UNDPAFG/2011/0138 Monitoring Agent Services</b>
		All Correspondence, Each Case and Parcel must show the RFP Number

**Annex 7: Template for NIM Auditors to Review and Sign the Updated Action Plans for Prior Year Audit Observations and Recommendations**

Award No.:			Project No.:				Opinion Type:						
Obs No	Observation	Recommendation	Audit Area	Audit Cause	Risk Severity	Proj/APRP Mngt Comments	Action(s) Planned	Target Impl. Date	Action Unit	Person Respsble. for Action	Updated Status	Actual Impl. Date	Description of Status Update
Award No.:			Project No.:				Opinion Type:						
Obs No	Observation	Recommendation	Audit Area	Audit Cause	Risk Severity	Proj/APRP Mngt Comments	Action(s) Planned	Target Impl. Date	Action Unit	Person Respsble. for Action	Updated Status	Actual Impl. Date	Description of Status Update
Award No.:			Project No.:				Opinion Type:						
Obs No	Observation	Recommendation	Audit Area	Audit Cause	Risk Severity	Proj/APRP Mngt Comments	Action(s) Planned	Target Impl. Date	Action Unit	Person Respsble. for Action	Updated Status	Actual Impl. Date	Description of Status Update

*Government Auditors/Audit Firm*


Signature of Audit firm Official: \_\_\_\_\_

Name and title (print): \_\_\_\_\_

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

Stamp and Seal of audit firm: \_\_\_\_\_

**Note:** The values for the “Updated Status” could be: Implemented, In Progress, Not Implemented, N/A or Withdrawn. “N/A” means not applicable and would be used if there is an overall change in a project’s working environment that makes last year’s audit observation no longer applicable. For example, the project has been closed. Another example for using “N/A” is a project that had its own bank account and last year’ audit recommendation called for the need to perform monthly bank reconciliation. However the following year, the auditor notes that the bank account has been closed. “Withdrawn” would be used if there is an overall change in a project’s working environment that makes last year’s audit observation and recommendation no longer valid. ”Withdrawn” is very rarely used.

<b>United Nations Development Programme</b>  <i>UNDP- AFGHANISTAN</i> <b>Procurement Unit</b>		<i>REQUEST FOR PROPOSAL</i>
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		All Correspondence, Each Case and Parcel must show the RFP Number

**Annex 8: Template for audit data and observations**

The information in the four tables below should be completed by the NIM auditors and signed. The APRP can obtain the electronic version of the word document and copy and paste the information in CARDS for each award/project audit report.

**Table 1 - Template for auditors to report on the audit of the APRP SoE**

APRP Statement of Expenditure (SoE) as at [insert date]								
1	Award No.	Project No.	Amount audited and certified (US\$)	Audit opinion (unqualified, qualified, adverse, disclaimer)	Total amount of qualification of audit opinion (if qualified, adverse or disclaimer opinion)	Total amount of Net financial impact (NFI) of qualification of audit opinion (if qualified, adverse or disclaimer opinion)	Reason(s) for qualification of audit opinion and breakdown of NFI amount (US)	Observation(s) that had impact on qualification of audit opinion (list observation number(s) and page of audit report/management letter)

**Table 2 - Template for NIM auditors to report on the audit of the statement of cash position**

Statement of Cash Position					
Award No.	Project No.	Value of Cash Position Statement as at [insert date] (US\$)	Audit Opinion - Statement of Cash Position	Total amount of qualification - Statement of Cash Position (US\$)	Total amount of Net financial impact (NFI) of qualification of audit opinion - Statement of Cash Position (US\$)

**Table 3 – Template for NIM auditors to report on the audit of the statement of assets and equipment**

<b>Statement of assets and equipment</b>					
Award No.	Project No.	Value of Assets and equipment as at [insert date] (cumulative from project start date) (US\$)	Audit Opinion - Statement of Assets and Equipment	Total amount of qualification on the Statement of assets and equipment (US\$)	Total amount of Net financial impact (NFI) of qualification of audit opinion on Statement of assets and equipment (US\$)

**Table 4 - Template for NIM auditors to report on audit observations and recommendations**

Award No.	Project No.	Observ. No	Audit Observation	Recommendation	Audit Area	Audit Cause	Risk Severity	Project/APRP Mngmt. Comments

Name and position of Auditor: \_\_\_\_\_

Signature of Auditor: \_\_\_\_\_ Date: \_\_\_\_\_

Name and stamp of Audit Firm: \_\_\_\_\_



## Annex 9: Guidance on Formulating Audit Observations

Parts of the note that follows are from an article in the Internal Auditor, April, 1999 by Brian M. Schwartz. The purpose of this note is to provide guidance on formulating audit observations and recommendations that are effective.

Effective audit observations should consist of 5 common elements:

- 1) Condition;
- 2) Criteria;
- 3) Cause;
- 4) Effect, potential impact or Risk; and
- 5) Recommendation.

Items 1 to 4 must be part of what constitutes an audit observation. Below are helpful tips on each of these areas.

### CONDITION

The "Condition" refers to a conclusion, problem, or opportunity noted during the audit review. It directly addresses a control objective or some other standard of performance. Sample condition statements include:

- "The appropriate individual did not authorize this document."
- "The account has not been reconciled for three months."
- "The process can be streamlined to save six hours per day."

When documenting the condition, it is important to include the necessary level of detail in the description of the problem. Someone who has not participated in the audit, but has some basic understanding of the subject matter or function, should be able to comprehend any condition statement.

### CRITERIA

This element describes the standard being used as the benchmark for evaluation. In other words, it depicts the ideal condition. The criteria may reference a specific policy, procedure, or government regulation. At other times, the criteria may simply be a matter of common sense or prudent business practice. For example, a criteria statement might state that "Per policy #1234, all loans greater than \$100,000 must be approved by the board of directors;" or "Payroll processing responsibilities should be segregated to control the authorization of master file changes."

### CAUSE

As the name suggests, the cause statement explains why the identified problem occurred in the first place. The cause is probably the most critical attribute of the finding form. Without determining why the condition occurred, the situation cannot be properly remedied.

In documenting the cause, the auditor should identify the underlying reason behind the problem. A surface explanation that fails to uncover the root cause will not lead to an effective recommendation.

In addition, a quote from an appropriate individual could serve as the cause statement, i.e. why the condition has occurred. Some audit managers consider only a cause statement from management as appropriate, while other prefer a statement from the individual who actually performs the respective task. It is usually preferred to obtain both points of view, since such an approach is more likely to identify the root cause of the problem.



### Possible Causes

In addition to explaining the and giving details about the “Cause” in the text of an audit observation, APRP requires that the auditor also summarizes the cause statement in the audit report by using one of the following 9 pre-established cause statements:

1. **Lack of/or inadequate policies/procedures/guidelines**
2. **Lack of/or inadequate guidance/supervision at the project level**
3. **Inadequate guidance/monitoring at APRP level**
4. **Lack of/or insufficient resources (specify: financial, human or, technical resources)**
5. **Inadequate planning**
6. **Inadequate training**
7. **Human error**
8. **Intentional overriding of internal controls**
9. **Inadequate management structure**

### EFFECT, POTENTIAL IMPACT OR RISK

The effect statement describes the particular risk that could exist (the potential impact or risk) or that has already existed (the effect) as a result of the condition or problem. Basically, it answers the question, "so what?" Effect statements often discuss the potential for loss, noncompliance, or customer dissatisfaction created by the problem.

Management is likely to zero in on the information provided in this aspect of the audit observation, as it allows them to see how the condition will negatively impact their activities. As a result, the effect statement often serves as the catalyst for a positive change.

One note of caution is in order - the risk suggested by the effect statement should not be overblown or exaggerated. While auditors are responsible for pointing out risks associated with control breakdowns, the effect statement should remain reasonable, plausible and should not be worded as if the world were coming to an end. If auditees are to take the audit observation seriously and respect what an auditor has to say, an auditor talks about risk in realistic, not exaggerated, terms.

### Risk Levels

In addition to explaining the and giving details about the “Effect, potential impact or risk” in the text of an audit observation, APRP requires that the auditor also identifies the risk level in the audit report by using one of the following 3 pre-established risk levels:

- |               |  |
|---------------|--|
| <b>High</b>   | Action that is considered imperative to ensure that APRP is not exposed to high risks (i.e. failure to take action could result in major consequences and issues). |
| <b>Medium</b> | Action that is considered necessary to avoid exposure to significant risks (i.e. failure to take action could result in significant consequences).                 |
| <b>Low</b>    | Action that is considered desirable and should result in enhanced control or better value for money.   |

### RECOMMENDATION



This aspect suggests how the situation might be remedied. An effective recommendation directly relates to and targets the cause. It isn't enough to state in general terms that management should fix the problem; the recommendation statement should also explain how remediation is to be achieved.

A good recommendation maintains the proper balance between the risk presented and the cost to control it. Before making a recommendation, the auditor should consider the following questions:

Does the recommendation solve the problem and eliminate or reduce the risk?

- Can the recommendation be implemented within the current environment?
- Is the recommendation cost-effective?
- Will the recommendation act as a temporary bandage or a permanent solution?

Examples of effective recommendations include monthly or quarterly physical inventories of all assets and equipment with reconciliation to appropriate records.

#### ADDITIONAL TIPS

Whenever possible, similar findings should be combined into one form so that the case for implementing the recommendation is strengthened.

Playing devil's advocate can be an extremely helpful exercise. After completing the audit observation and recommendation, auditors should place themselves in the auditee's shoes and challenge/question the validity of the issue. If the issue cannot stand up to this exercise, it probably should not be included in the audit report.



## 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:	06 October 2011, 11:00 hours (Kabul local time)
Bids to be received at:/Bids to be marked:	<p><b>Procurement Unit</b>  <b>Shah Mahmood Ghazi Watt. Kabul, Afghanistan United Nations Development Programme (UNDP)</b>  <b>+93 20 2101682-91 / +873 763 468 863</b></p> <p>ATTENTION: “ PROCUREMENT UNIT”</p> <p><b>SEALED PROPOSAL: RFP No. UNDPAFG/2011/0138 Monitoring Agent Services</b></p> <p><b>DEADLINE: On or Before 06 October 2011, 11:00 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. Late bids will not be accepted.</u></p>
Services to be provided in (Country):	Afghanistan.
Bid Validity Period:	<b>120 days.</b>
Deviations:	Any deviation must be disclosed in writing
Partial bids:	<i>Partial bid will not be considered.</i>
Language of the Bid:	English.



<p>Oral and written communication must be directed to UNDP Afghanistan office:</p>	<p>UNDP Afghanistan Procurement Unit E-Mail: <a href="mailto:procurement.af@undp.org">procurement.af@undp.org</a></p>
<p>Requests for additional information:</p>	<p>Must be received at least two (2) working days before the Deadline for Submission of proposals. Bidders are encouraged to raise queries as early as possible.</p>
<p>Bid submission:</p>	<p><b>THE FOLLOWING MUST BE INCLUDED IN THE PROPOSAL SUBMISSION (1 ORIGINAL AND 2 COPIES):</b></p> <p><b>A. PROPOSAL SUBMISSION FORM (Annex 5)</b></p> <p><b>Bid submission form:</b> Fully completed and duly authorized with signature INCLUDING CONTACT DETAILS OF BIDDER</p> <p><b>B: Suppliers Qualifications</b></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 provide documents on years of 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> <p><b>6.1. Price schedule form:</b> Fully completed and duly authorized. (See Annex 6, Price Schedule Below).</p>



**All submittals shall bear seal/markings/signature of bidder. UNDP Afghanistan may request additional supporting documentation.**

**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.**

**NOTE: After receipt of bids, UNDP reserves the right to request any additional information or seek clarifications from the bidder to ascertain responsiveness of offers received**



## 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 \_\_\_\_\_

**D. Signature**

(In the capacity of)

Duly authorised 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 D paragraph 14 (b) of the Instruction to Offerors.

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

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

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

**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: (Please provide separate price breakdowns for each regional zone and Kabul Offices)**

## RFP No. UNDPAFG/2011/0138 Monitoring Agent Services

<b>Price Schedule:</b>				
<b>RFP No. UNDPAFG/2011/0138 Monitoring Agent Services</b>				
<b>Part – A: Fee</b>				
S. No.	Team Member's Name	Man Days	Rate per Day	Total USD
1.				
2.				
3.				
<b>Sub Total:</b>				
<b>Part – B: Out of Pocket Expenses</b>				
S. No.	Particulars of reimbursable expenses			Amount in USD
1.				
2.				
3.				
<b>Sub Total:</b>				
<b>GRAND TOTAL/Proposal cost (USD):</b>				





## 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  
Kabul.

Dear Sirs/Madams:

We, the undersigned, offer to provide for preparation of standard operating procedures, referral database, public education campaign and impact assessment report 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

**E. Signature**

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of



**F.**

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: \_\_\_\_\_

**G.****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

Professional Staff				
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 staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.</i>]</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p>
--	---



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

**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, 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 Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of \_\_\_\_\_ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of \_\_\_\_\_ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

### 1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

- a) this letter;
- b) the Terms of Reference [ref. ....dated.....], attached hereto as Annex II;
- c) the Contractor's technical proposal [ref....., dated .....], as clarified by the agreed minutes of the negotiation meeting [dated.....], both documents not attached hereto but known to and in the possession of both parties.

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.



**2. Obligations of the Contractor**

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

Name	Specialization	Nationality	Period of service
....	.....	.....	.....
....	.....	.....	.....

2.3 Any changes in the above key personnel shall require prior written approval of \_\_\_\_\_ [NAME and TITLE], UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]	[INDICATE DELIVERY DATES]
e.g.	
Progress report	.././....
.....	.././....
Final report	.././....

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by \_\_\_\_\_ [MAIL, COURIER AND/OR FAX] to the address specified in 9.1 below.

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.



**3. Price and Payment**

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of \_\_\_\_\_ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

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

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 reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

4.2 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

4.2.1 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

4.3 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

4.4 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.



**5. Submission of invoices**

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....  
.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

**6. Time and manner of payment**

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

\_\_\_\_\_ [NAME OF THE BANK]

\_\_\_\_\_ [ACCOUNT NUMBER]

\_\_\_\_\_ [ADDRESS OF THE BANK]

**7. Entry into force. Time limits.**

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than \_\_\_\_\_ [INSERT DATE] and shall complete the Services within \_\_\_\_\_ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

**8. Modifications**

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and \_\_\_\_\_ [NAME AND TITLE] UNDP.



## 9. 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's property in its custody as set forth in paragraph 3.1 above.

## 10. Audits and investigations:

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses; the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

## 11. Anti-terrorism:

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with



terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

**12. Notifications**

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

For the UNDP:

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

Telex: Fax: Cable:

For the Contractor:

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

Name:

Address:

Telex:

Fax:

Cable:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

Country Director

For [INSERT NAME OF THE COMPANY/ORGANIZATION]

Agreed and Accepted:

Signature \_\_\_\_\_

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

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

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