

INVITATION TO BID (ITB) No. *N_63_2020_AFG*

FRAMEWORK AGREEMENT FOR PROCUREMENT OF LAW BOOKS

Date: 31st March 2020

Dear Sir/Madam,

You are kindly requested to submit your bid, for goods described in this ITB.

Bidders requesting clarification on provisions stipulated in this ITB shall communicate those in writing to afg-tenders@idlo.int not later than 72 hours prior to the deadline for submission of bids. The requests for clarification should have “**Request for clarifications for ITB No. (N_63_2020_AFG)**” mentioned in the subject.

By submitting a bid in response to this information, bidders are confirming acceptance of IDLO’s General Terms and Conditions and Payment Policy of within 30 days after delivery of the goods on presentation of complete and correct invoice.

This ITB is comprised of:

Instructions to bidders	
Terms of Reference/Technical Specifications:	Annex A
Bid Submission Form:	Annex B
Price Schedule:	Annex C
IDLO Special Conditions of Contract:	Annex D
IDLO General Terms and Conditions for the Procurement of Goods:	Annex E
Supplier Code of Conduct:	Annex F

Bids shall be submitted to the following secure e-mail address: afg-tenders@idlo.int no later than **14th April 2020, 16:00 Kabul local time**. The prices will remain unchanged during the period of contract implementation.

Email should have “Bid for ITB No. N_63_2020_AFG” mentioned in the subject line.

Bids shall not exceed 20MB in size.



Instructions to Bidders:

<p>Qualification Requirements</p>	<p>Bidders are required to submit the following documents to ascertain their qualification:</p> <ul style="list-style-type: none">(a) Valid Tax Compliance Certificate.(b) Valid Business licence.(c) Corporate Bank Account.(d) Copy of National Identity Card (NIC) and valid passport for vetting purposes.(e) Proof of 2 similar previous experiences proven (copy of PO/recommendation letter) in supply and delivery of similar goods in the last 2 to 3 years.(f) Submit physical address and contact details of office branches.(g) Annexes B & C duly filled, signed and stamped <p>Failure to submit the required documentation above will result in disqualification from the bidding process</p>
<p>Determination of Bids Responsiveness</p>	<p>Prior to the detailed evaluation of bids, IDLO shall determine whether each bid</p> <ul style="list-style-type: none">a) has been properly signed;b) is substantially responsive to the requirements.
<p>Bid Errors & correction</p>	<p>Bids determined to be substantially responsive shall be checked by the IDLO for any arithmetic errors. Errors shall be corrected by the IDLO as follows:</p> <ul style="list-style-type: none">a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; andb) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern.c) The amount stated in the bid shall be adjusted by IDLO in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. <p>Bidders may revise their bids up to the closing date and time, revised bids should be clearly marked with “revised bid”. No changes to bids will be accepted after the bid has closed, this includes any price revision.</p>

Evaluation Criteria	Evaluation of bids will be done according to: <ol style="list-style-type: none"> 1. Full submission of pre-qualification documents 2. Required Annexes duly completed and signed 3. Price
Award of Contract	IDLO shall award the Contract(s) to the Bidder(s) whose offer are been determined to be the lowest evaluated bidder(s) substantially responsive to the ITB. IDLO reserves the right to accept or reject any bid and to annul the solicitation process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder or Bidders of the grounds for the IDLO's decision.
Late Bid Submission	Late bids or bids received through another channel than the one mentioned in this ITB will be automatically disqualified.
Partial bids	Partial bids are not permitted.
Validity of bids	90 days from deadline for submission of bids.
Currency of bids	USD.
Required attachments to the bid	The bid will consist of: <ul style="list-style-type: none"> - Annexes B and C duly completed - Documents referred to under Qualification Requirements (if required) - Any other supporting documents that bidder considers relevant

This Invitation to Bid is not construed in any way as an offer and/or commitment to contract with any company.

Annex A: Technical Specifications

IDLO is the only intergovernmental organization exclusively dedicated to promoting the rule of law and access to justice. IDLO enables governments and empowers people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity.

The overall objective of procurement in IDLO is the timely acquisition of goods and services in support of IDLO activities in a competitive and transparent manner while ensuring fitness of purpose and the Best Value for Money.

IDLO procurement activities adhere to the principle of fairness, competition and transparency.

This ITB is for Framework Agreement:

It is expected to result in Framework Agreement(s) with successful Bidder. The Framework Agreement(s) will be signed for a period of up to 12 months.

IDLO will review the quality and deliverables after 12 months of provision of goods. Subject to satisfactory performance and agreement by both parties, a 12-month extension may be agreed to at the same rates, terms and conditions. The maximum overall duration of the Framework Agreement will not exceed 24 months. The prices will remain unchanged during the period of Framework Agreement(s).

After entering into a framework agreement with Bidder(s), Work Orders shall be placed on a need basis and a Work Order (WO) shall be issued to confirm the delivery of the required goods within 3 working days of the expected commencement.

Annex B: Bid Submission Form

To: IDLO

Dear Sir/Madam,

Having examined the Invitation to Bid (ITB), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver goods in conformity with the said Invitation to Bid as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to perform in accordance with the Framework Agreement to be entered into with IDLO for the goods enumerated in the price schedule, per the terms of reference in Annex A.

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

Date:	
Name, Signature & Position:	
Duly authorized to sign the bid for and on behalf of:	

Other notes:

- Kindly note that the services quoted shall correspond to the TORs given in Annex A above.
- Prices must be inclusive of all applicable taxes.

Annex C – Price Schedule

The rates and prices include all necessary costs for all labour, materials, tools and utilities, all overhead, profit, taxes and duties, together with all general risks, liabilities, insurance and requirements set out or implied in the Agreement including ANNEX-A, Terms of References.

Bidder Name	
Bidder Full Address	

SR No.	Item Description	Unit	Unit Cost USD
1	Analysis and Realize of Afghan Constitution Author: Ashraf Rasouli, Edition 1 and 2. Publisher: Sayeed Publications (تحليل و نقد قانون اساسی افغانستان جلد ۱-۲) - نویسنده اشرف رسولی	Each	
2	Penal Code General Part 2 Author: Hafizullah Danish, Edition 2, publisher: Khalid Publication or any. (حقوق جزا عمومی دو جلد-نویسنده حفیظ الله دانش)	Each	
3	Penal Code Private Section Author: Abdul Wahab, last Edition Publisher: Sayeed Publications (حقوق جزا اختصاصی-جرائم علیه اشخاص-نویسنده عبدالوهاب)	Each	
4	Mass Media Law Author: Ministry of Justice Publisher Ministry of Justice Edition: 986 قانون رسانه های همگانی	Each	

SR No.	Item Description	Unit	Unit Cost USD
5	Money Laundering and its pernicious effects Author: Faridullah Habibi, Edition:01 Publisher: MOJ پول شویی و اثار زیان بار آن-فرید الله حبیبی	Each	
6	Methods of Investigation Author: Hazrat Gul Hesami, Publisher: Sayeed publication Edition: First (1396) (روش تحقیق-نویسنده حضرت گل حسامی)	Each	
7	Criminalistics, Author: Babrak Zai Edition-1 Publisher: Sayeed publication (کریمنالستیک-نویسنده-محمد عمر ببرک زی)	Each	
8	Scientific Detection of Crime Author: Waliullah Ansari, Publisher: Semat publication Edition: 7 th (1396) (کشف علمی جرایم-نویسنده ولی الله انصاری)	Each	
9	Corruption Crime Author: Estanakzai Mohammad Zarif Publisher: Sayeed publication Edition: 1 st (1392) جرایم ناشی از فساد اداری-نویسنده ستانکزای محمد (ظریف)	Each	
10	Children Rights	Each	

SR No.	Item Description	Unit	Unit Cost USD
	Author: Nezamuddin Abdullah Publisher: Sayeed Publication Edition: 1 (حقوق اطفال-نويسنده نظام الدين عبدالله)		
11	forensic for Judicial professionals Author: Mohammad Ehsan Alami, edition -1 Publisher: MOJ Edition:1 طب عدلی برای متخصصین بخش قضاییه-نویسنده (محمد احسان عالمی)	Each	
12	Legal Glossary Author: Nasrullah Stanikzay Publisher: Kabul University Edition: First (قاموس اصطلاحات حقوقی)	Each	
13	Anti-Money Laundering Author: Ministry of Justice Publisher: Ministry of Justice Edition: 1 قانون تطهیر پول	Each	
14	Police Law, Author: Ministry of Justice Publisher: Ministry of Justice Edition/Serial #: 994 قانون پولیس	Each	

SR No.	Item Description	Unit	Unit Cost USD
15	Advocates Law, Author: Ministry of Justice Publisher: Ministry of Justice 1386 Edition Serial #: 934 قانون وکلای مدافع	Each	
16	New Penal Code Author: Ministry of Justice Publisher: Ministry of Justice Edition: 1 قانون جزا جدید (تاریخ نشر ۲۵ ثور سال ۱۳۹۶ مصادف است با ۱۵ می سال ۲۰۱۷؛ نمبر مسلسل ۱۲۶۰ و تعداد صفحات ۷۹۱)	Each	
17	New Criminal Procedure Code Author: Ministry of Justice Publisher: Ministry of Justice 1393 Edition Serial #: 1132 قانون اجراءات جزایی جدید.	Each	
18	Law on Organization and Jurisdiction of Judiciary Branch of Islamic Republic of Afghanistan, Author: Ministry of Justice 1392 Publisher: Ministry of Justice Edition Serial #: 1109 قانون تشکیلات و صلاحیت محاکم قوه قضائیه	Each	
19	Law on the Campaign Against Financing Terrorism Author: Ministry of Justice 1393	Each	

SR No.	Item Description	Unit	Unit Cost USD
	Publisher: Ministry of Justice Edition Serial #: 1146 قانون مبارزه با تمويل تروريزم		
20	Constitutional Law Author: Ministry of Justice Publisher: Ministry of Justice Edition: 818 Year of publication: 1382 قانون اساسی	Each	
21	Law on Counter Narcotics Author: Ministry of Justice Publisher: Ministry of Justice Edition: 1284 قانون مبارزه با مسكرات و مواد مخدر	Each	
22	Law on Overseeing the Implementation of Anti-Corruption Strategy Author: Ministry of Justice: 1397 Publisher: Ministry of Justice Edition: 1314 قانون مبارزه با فساد	Each	
23	Law on Crimes Against Internal and External Security Author: Ministry of Justice Publisher: Ministry of Justice 1366 Edition: 649 قانون مبارزه با جرايم داخلی و خارجی	Each	

SR No.	Item Description	Unit	Unit Cost USD
24	Juvenile Law Author: Ministry of Justice Publisher: Ministry of Justice 1384 Edition: 846 قانون رسیده گی بر تخلفات اطفال	Each	
25	Law on prison and detention center Author: IRA Ministry of Justice Publisher: Ministry of Justice 1386 Edition: 923 قانون محابیس و توقیف خانه ها	Each	
26	Law on Elimination Violence Against women Author: Ministry of Justice 1388 Publisher: Ministry of Justice Edition: 989 قانون منع خشونت علیه زنان	Each	
27	Law on combating against Kidnapping and Human Trafficking Author: Ministry of Justice Publisher: Ministry of Justice 1395 Edition: 1244 قانون مبارزه علیه اختطاف و قاچاق انسان	Each	
28	Rights and obligations of women in Islam Author: Karim Zaidan Author: Kareem Zendan, Publisher: Ehsan Publication Edition: First	Each	

SR No.	Item Description	Unit	Unit Cost USD
	حقوق وتكاليف زن در اسلام مؤلف: كريم زيدان ترجمه سهيلا رستمى		
29	Description of Civil Code of Afghanistan (Family Law) Author: Nizamuddine Abdullah, Edition: first, Publisher: Sayeed Publication شرح قانون مدنى افغانستان (حقوق فاميل) مؤلف: نظام الدين عبدالله چاپ: 1391	Each	
30	Afghan Women under cultural and traditional pressure Author: Abdullah Kazim, Publisher: Maiwand Publication Edition: first (1384) زنان افغان زیر فشار، عنعنہ و تجدد مؤلف: عبدالله كاظم	Each	
31	Islamic specialized criminal law Author: Dad Mohammad Nazir, Publisher: Hamed Resalaat Publication Edition:First (1388) حقوق جزايى اختصاصى اسلام حقوق مؤلف: دادمحمد نذير	Each	
32	Family Law, Author: Dr. Abdulrasool Dyani, Publisher:Mizan Publication Edition: First (1387) حقوق خانواده مؤلف: دكتور عبدالرسول دياني چاپ: 1387	Each	

SR No.	Item Description	Unit	Unit Cost USD
33	General principles of Criminal Law, Author: Mortaza, Publisher: Ganj-e-Danish Publication Edition: 2 nd (1382) کلیات حقوق جزا مؤلف: مرتضی چاپ: 2 سال 1382	Each	
34	Women Sociology, Author: Pamlla About M. Mehraqi, Publisher: Nai Publication Edition: First (1391) جامعه شناسی زنان مؤلف: پاملآبوت-مترجم منیژه مهراقی چاپ: 1391	Each	
35	Specialized Criminal Law, Crimes against persons, Author: Abdulwahab Karimi, Edition: 1391 Publisher: Ibn Sina University Edition: First (1391) جسمانی حقوق جزا اختصاصی جرایم علیه تمامیت اشخاص مؤلف: عبدالوهاب کریمی چاپ: 1391	Each	
36	Administration and Management, Author: Nasir Stanikzai, Publisher: Sayeed Publication Edition: 3 rd (1387) اداره و مدیریت مؤلف: ناصرستانکزی چاپ: 1387	Each	

SR No.	Item Description	Unit	Unit Cost USD
37	Crimes against persons, Author: Zhan Purdil translated by Adeeb, Publisher: Mizan Publication Edition: First (1386) جرایم علیه اشخاص مؤلف ژان پردل ترجمه ادیب چاپ: 1386	Each	
38	National Police and scientific discovery of crime, Author: Mohammad Nabi Faizy, Publisher: Allama Abdul Hai Habibi Publications Edition: First (1387) پولیس ملی و کشف علمی جرم مؤلف: محمد نبی 1387 فیضی چاپ:	Each	
39	Law on Organization and Jurisdiction of Prosecution Office Author: Ministry of Justice Publisher: Ministry of Justice Serial Number: 1117 (1392) قانون تشکیل و صلاحیت حارنوالی جدید	Each	
40	Civil Code 4 volumes Published by: IROA, edition 4, Volume 1-4 Author: Ministry of Justice Publisher: Ministry of Justice Edition: 353 (1355)	Each	

SR No.	Item Description	Unit	Unit Cost USD
	قانون مدنی چہار جلدہ		
41	Description of the Shia Personal Status Law, Author: Ali Reza Mahdayan, Publisher: Semat Publication Edition: 1382 شرح قانون احوال شخصیه شیعیان مؤلف: علی رضا مہدیان چاپ: 1392	Each	
42	احکام میراث از نگاه فقہ و قانون پوهاند عبدالعزیز مؤلف Inheritance from Sharia and Law Prospective Published by : Author: Abdul Aziz Publisher: Semat Publication Edition:2	Each	
43	شرح قانون مدنی افغانستان حقوق میراث چاپ دوم: باتجدید نظر کامل و اضافات مؤلف: نظام الدین عبداللہ Commentary on Afghan Civil Law: Inheritance Law Author: Nazamuddin Abdullah Publisher: Sayeed Publication Edition: 2	Each	
44	شرح قانون مدنی افغانستان: حقوق عینی (مؤلف: نظام الدین عبداللہ) Commentary on Afghan Civil Law: Real Property Law	Each	

SR No.	Item Description	Unit	Unit Cost USD
	Author: Nezamuddin Abdullah, Publisher: Sayeed Publication Edition: Last		
45	شرح قانون مدنى افغانستان: حقوق وجايب، تصرفات حقوقى: قواعد عمومى عقود (مولى: نظام الدين عبدالله) Commentary on Afghan Civil Law: The Law on Obligation, Legal Acts: General Provisions of Contracts Author: Nezamuddin Abdullah. Publisher: Sayeed Publication Edition: 1	Each	
46	شرح قانون مدنى افغانستان: حقوق فاميل، روابط زوجين، چاپ چهارم: با تجديد نظر و اضافات (مولى: نظام الدين عبدالله) Commentary on Afghan Civil Law: Family Law, Spouses' Relation. Author: Nezamuddin Abdullah, Edition 4 Publisher: Sayeed Publication	Each	
47	حقوق فاميل: مولى: پوهندوى عبدالقادر عدالتخواه، سال 1387 طبع Family Law Author: Abdul Qadir Adalatkhwana, Edition Publisher: Ministry of Justice Edition: First 1387	Each	
48	مبادى حقوق: مولى: پوهندوى نصرالله ستانكزى Introduction to the Law	Each	

SR No.	Item Description	Unit	Unit Cost USD
	Author: Nasrullah Estanakzai, Publisher: Kabul University Edition: 1		
49	مجموعه قواعد و مسایل فقہی مجلہ الاحکام، جلد چهارم، تدوین و تنظیم: محمد عثمان ژوبل Collection of Principles and Fiqh Provisions of Majalat Al Ahkam (Note: Majalat Al Ahkam was the law of Usthman Empire drafted base on Hanafi Figh Author: Mohammad Usman Zhobel, Publisher: Sayeed Publisher Edition: 4	Each	
50	قانون مدنی افغانستان، جمع و ترتیب: ذاکر الله اشنا احمدزی Afghan Civil Law, Author : Zakerullah Ashna Ahmadzai Publisher: MOJ Publication Edition: last	Each	
51	خشونت علیه دختر... نویسنده: خارانديار کریم ناله عسکری Violence Against Daughter, Author: Karimullah Nala Askari. Edition-1 Publisher: Sayeed Publication	Each	
52	Labor Law Author: Ministry of Justice	Each	

SR No.	Item Description	Unit	Unit Cost USD
	Publisher: Ministry of Justice Edition serial: 966 (1387) قانون کار ,		
53	Law on prohibition of assaulting women Author: MOJ Publisher: MOJ Publication Edition: 1280 (1396) قانون منع اذیت و آزار زنان	Each	
54	Criminal Procedure Code, Amendment of article 26 Author: MOJ Publisher: MOJ Edition: last قانون اجراءات جزایی با اصلاحات ماده ۲۶	Each	
55	Judicial Code of Conduct Author: Supreme Court Publisher: Supreme Court Edition: last مقررہ طرز سلوک قضایی (قضات)	Each	
56	Civil Court Procedure Author: Ministry of Justice Publisher: Ministry of Justice Edition: last اصول محاکمات مدنی	Each	
57	Commercial Court Procedure	Each	

SR No.	Item Description	Unit	Unit Cost USD
	Author: Ministry of justice Publisher: Ministry of justice Edition:2 (last) اصول محاکمات تجارتي		
58	Commercial Procedure Author:MOJ Publisher: MOJ Edition: last قانون تجارت -اصولنامه تجارت	Each	
59	Municipality Law Author: Ministry of Justice Publisher: Ministry of Justice Edition: 1316 (1397) قانون شاروالی	Each	
60	Extraordinary Issue Author: Ministry of Justice Publisher: Ministry of Justice Serial Number: 1115 (1392) قانون قضایای دولت، تعدیل ماده یکصدودوم قانون ...مالیات بر عایدات	Each	
61	Extraordinary Issue, Law on Managing Land Affairs Author: Ministry of Justice Publisher: Ministry of Justice Edition: 1254 (1396)	Each	

SR No.	Item Description	Unit	Unit Cost USD
	قانون تنظيم امور زميندارى		
62	قانون احوال شخصيه اهل تشيع Author: Ministry of Justice Publisher: Ministry of justice Serial number: 988 (1388)	Each	
63	قانون تداركات و قانون نظارت بر تطبيق ستراتيژى مبارزه عليه فساد ادارى The Law on Procurement and the law on Supervision and Implementation of Anticorruption Strategy Author: Ministry of Justice Publisher: Ministry of justice Edition: 1186 (1394)	Each	
64	مجموعه قوانين منتخب، قانون اصول محاكمات مدنى و قانون طرز تحصيل حقوق معه تعديلات، درييم عنوان- پنجم توك Collection of Laws (Civil Procedure Code, The Law on Obtaining Rights) including the amendments, Third Topic, Edition 5 Author: MOJ Publisher: MOJ Edition : 5	Each	
65	مجموعه قوانين منتخب، قانون تجارت معه تعديلات، خلورم عنوان-لومرى توك Collection of Laws (Commercial Code) including the amendments, Topic 4- Edition 1, Author: MOJ Publisher: MOJ	Each	

SR No.	Item Description	Unit	Unit Cost USD
	Edition:5		
66	مجموعه قوانین منتخب، قانون اصول محاکمات تجارتي معه تعديلات، خلورم عنوان-دويم توک Collection of Laws (Commercial Procedure Code) including the amendments Topic 4- Edition 1 Author: MOJ Publisher: MOJ Edition:1	Each	
67	مجموعه قوانین منتخب، قانون جزا معه تعديلات، پنجم عنوان-لومری توک Collection of Laws (Penal Code) including the amendments, Topic 5- Edition 1 Author: MOJ Publisher: MOJ Edition: 1	Each	
68	مجموعه قوانین منتخب، قانون اجراءات جزایی موقت برای محاکم، پنجم عنوان-دويم توک Collection of Laws (The Interim Criminal Procedure Code for Courts) Topic 5- Edition 2 Author: MOJ Publisher: MOJ Edition:2	Each	
69	مجموعه قوانین منتخب، جزایی قوانین، پنجم عنوان- دریم توک	Each	

SR No.	Item Description	Unit	Unit Cost USD
	Collection of Laws (Criminal Codes)Topic 4 Author: MOJ Publisher: MOJ Edition 1,		
70	اصول محاکمات جزایی افغانستان : مولف : علامه غلام حیدر ؛ چاپ سوم Criminal Procedure Law of Afghanistan Author: Alama Ghulam Haidar, Edition 4 Publisher: Ibn-e-Sina University Edition:4	Each	
71	Code of Conduct and Professional Standards for Prosecutors of the Attorney General's Office of Islamic Republic of Afghanistan with Commentary. (Year 2010, total pages 152), Author: MOJ Publisher: MOJ Edition: last طرز العمل سلوک و معیار های مسلکی سارنوالان لوی سارنوالی جمهوری اسلامی افغانستان و شرح آن (سال ۱۳۸۹ تعداد صفحات ۱۵۲)	Each	
72	Max Planck Directive fair trial according to laws (Constitution, criminal law, and other laws) Author: Alexandra Helal Gowaar, Edition 1 Publisher: انستیتوت حقوق مقایسوی عامه و حقوق بین الدول ماکس پلانک Edition: 1	Each	

SR No.	Item Description	Unit	Unit Cost USD
	رهنمود ماکس پلانک موازين محاکمه عادلانه بر اساس قوانین (قانون اساسی، قانون جزاء، و ساير قوانين) مؤلف الکساندرا هیلال گوور		
73	Principles of Afghanistan civil trials Author: Prof. Suraya Umrani Maki, Edition-1 انستیتوت حقوق مقایسوی عامه و حقوق بین الدول ماکس پلانک Edition:1 اصول محاکمات مدنی افغانستان پروفیسور ثریا عمرانی مکی	Each	
74	Family rights in Afghanistan Author: Kaba Rasteen Tehrani, Dr.Najma Yasari, انستیتوت حقوق مقایسوی عامه و حقوق Max Plank بین الدول Edition:1 حقوق فامیل افغانستان کعبه راستین تهرانی و دکتر نجما یساری	Each	
75	Holy Quran with color text and Dari translation Author: Tafsir Kabuli Publisher: Ihsan Publication Edition: 1385 قرآن کریم با خط رنگه و ترجمه دری	Each	
76	Afghanistan Penal Code Author: Mohammad Sadar Tawhid Khana	Each	

SR No.	Item Description	Unit	Unit Cost USD
	Publisher: Sayeed Publication Edition: last حقوق جزای عمومی افغانستان محمد صدر توحیدخانه		
77	Formation and Jurisdiction of Afghanistan courts Author: Ramin Moshtaqi Publisher: Sayeed Publication Edition: 1 تشکیل و صلاحیت محاکم افغانستان رامین مشتاقی	Each	
78	Basic rights of Afghanistan Author: Ramin Mushtaqi, Publisher: Sayeed Publication Edition: 1 حقوق اساسی افغانستان رامین مشتاقی	Each	
79	in the Afghan constitution Author: Alexandra H. Guhr, Ramin moschtaghi, Publisher: Sayeed Publication Edition: 1 در قانون اساسی افغانستان الکساندرا هیلال گوهر و رامین مشتاقی	Each	

SR No.	Item Description	Unit	Unit Cost USD
80	<p>Legal terms dictionary</p> <p>Author: Nasrullah Stanakzai, Abdul Qarar Wasel,</p> <p>Publisher: Sayeed publication</p> <p>Edition: Last</p> <p>قاموس اصطلاحات حقوقی</p> <p>پوهندوی نصرالله ستانکزئی، پوهندوی عبدالاقرار واصل</p>	Each	
81	<p>Jurisdiction 1395</p> <p>Author: Dr. Abdul Malik Kamawi, Abdul Qader Adalatkhawa,</p> <p>Publisher: Supreme Court</p> <p>Edition: Last</p> <p>قضا ۱۳۹۵</p> <p>دوکتور عبدالملک کاموی، د پوهندوی عبدالقادر عدالتخواه</p>	Each	
82	<p>jurisdiction 1394</p> <p>Author: Dr. Abdul Malik Kamawi, Abdul Qader Adalatkhawa,</p> <p>Publisher: Supreme Court or Sayeed publication</p> <p>Edition: last</p> <p>قضا ۱۳۹۴</p> <p>دوکتور عبدالملک کاموی، د پوهندوی عبدالقادر عدالتخواه</p>	Each	

SR No.	Item Description	Unit	Unit Cost USD
83	<p>jurisdiction 1393</p> <p>Author: Dr. Abdul Malik Kamawi, Abdul Qader Adalatkhawa,</p> <p>Publisher: Supreme Court</p> <p>Edition:last</p> <p>قضا ۱۳۹۳</p> <p>دوکتور عبدالملک کاموی، د پوهندوی عبدالقادر عدالتخواه</p>	Each	
84	<p>jurisdiction 1392</p> <p>Author: Qazawat Poh Zamin Ali Behsoodi, Qazawat Poh Abdul Malik Kamawi,</p> <p>Publisher: Supreme Court or Sayeed publication</p> <p>Edition:last</p> <p>قضا ۱۳۹۲</p> <p>قضاوت پوه ضامن علی بهسودی ، قضاوت پوه عبدالملک کاموی</p>	Each	
85	<p>jurisdiction 1391</p> <p>Author: Qazawat Poh Zamin Ali Behsoodi, Qazawat Poh Abdul Malik Kamawi, Edition 1391</p> <p>Publisher: Supreme Court</p> <p>Edition: 1391</p> <p>قضا ۱۳۹۱</p> <p>قضاوت پوه ضامن علی بهسودی ، قضاوت پوه عبدالملک کاموی</p>	Each	

SR No.	Item Description	Unit	Unit Cost USD
86	jurisdiction 1390 Author: Qazawat Poh Zamin Ali Behsoodi, Qazawat Poh Abdul Malik Kamawi, Edition 1390 Publisher: Supreme Court Edition: 1390 قضا ۱۳۹۰ قضاوت پوه ضامن علی بهسودی ، قضاوت پوه عبدالملك كاموى	Each	
87	jurisdiction 1389 Author: Zamen Ali Behsodi, Abdul Malik Kamawi, Edition 1389 Publisher: Supreme Court Edition: last قضاوت پوه ضامن علی بهسودی ، قضاوت پوه قضا ۱۳۸۹ عبدالملك كاموى	Each	
88	jurisdiction 1387 Author: Zamen Ali Behsodi, Abdul Malik Kamawi, Publisher: Supreme Court Edition: last قضاوت پوه ضامن علی بهسودی ، قضاوت پوه عبدالملك كاموى قضا ۱۳۸۷	Each	
89	jurisdiction 1386 Author: Zamen Ali Behsodi, Abdul Malik Kamawi, Edition 1386	Each	

SR No.	Item Description	Unit	Unit Cost USD
	Publisher: Supreme Court Edition: last قضاوت پوه ضامن علی بهسودی ، قضاوت پوه عبدالملك كاموى قضا ۱۳۸۶		
90	jurisdiction 1388 Author: Zaamen Ali Behsodi, Abdul Malik Kamawi, Publisher: Supreme Court Edition:1 قضاوت پوه ضامن علی بهسودی ، قضاوت پوه عبدالملك كاموى قضا ۱۳۸۸	Each	
91	jurisdiction 1385 Author: Zamen Ali Behsodi, Abdul Malik Kamawi, Edition Publisher: Supreme Court Edition: Last قضاوت پوه ضامن علی بهسودی ، قضاوت پوه عبدالملك كاموى قضا ۱۳۸۵	Each	
92	Prophet's Serat Author: Ghulam Sayed Sulaiman Publisher: Sayeed Publication Edition: 1398 غلام سيد سليمان ندوى(رح) سيرت النبى	Each	
93	Contemporary Jurisprudential views	Each	

SR No.	Item Description	Unit	Unit Cost USD
	Author: Dr. Yosuf Qazawee Publisher: Ihsan publication Edition: First –Four volumes دیدگاه های فقهی معاصر داکتر یوسف قرضاوی		
94	Inheritance in Islamic Jurisprudence Author: Yunos Yazdan Parast, Publisher: Ihsan Publication Edition:1 رث در فقه اسلامی داکتر یونس یزدان پرست	Each	
95	A brief introduction by Sahih-ul Bukhari Author: Dr. Abdul Raheem Peroz Herawee, Publisher: Mohammad Saqaz publication or Sayeed publication Edition: First شیرح مختصر صحیح البخاری داکتر عبدالرحیم پیروز هروی	Each	
96	Persian and English law culture Author: Qadeer Galkaryan, Nasir Jawad Khani, Publisher: Danishyar Publication Edition: First فرهنگ حقوق فارسی و انگلیش قدیر گلکاریان، ناصر جوادخانی	Each	
97	History of Jurisdiction in Afghanistan	Each	

SR No.	Item Description	Unit	Unit Cost USD
	Author: Hazrat Gul Hesami, Publisher: Sayeed Publication Edition:1 تاریخ قضا در افغانستان قضاوت پال حضرت گل حسامی		
98	Commentary on Afghan Civil Code Author: Nezamudding Abdullah, Publisher: Sayeed Publication Edition: 1 and 2 شرح قانون مدنی افغانستان (حقوق و جایب ۱) نظام الدین عبدالله	Each	
99	Obligations rights Hoqoq Hafizullah Danish, Publisher: Aksos Publication Edition: 1 حقوق و جایب پوهاند حفیظ الله دانش	Each	
100	Children's Rights Author: Nasrullah Estanakzai, Edition-1 Publisher: Sayeed Publication Edition: 1 د کوچیانو حقوق پوهندوی نصر الله ستانکزی	Each	

SR No.	Item Description	Unit	Unit Cost USD
101	Introduction and generalities of law Author: Mohammad Eshaq Raheemi, Publisher: Maqsoodi Publication Edition: First مقدمه و کلیات علم حقوق پوهنیار محمد اسحق رحیمی	Each	
102	Comparative fundamental rights Author: Sayed Abdul Hakeem Hekmat Publisher: Momand Publication Edition: First حقوق اساسی مقایسوی سید عبدالحکیم حکمت	Each	
103	Theoretical Criminology Author: Mohammad Kee Naya, Publisher: Majd Publication Edition: First (1392) جرمشناسی نظری دکتر محمد کی نیا	Each	
104	Field of criminology Author: Dr. Reza Noor Baha, Publisher: Ganj Publication Edition: First زمینه جرم شناسی دکتر رضا نوربها	Each	
105	Fundamentals of Criminology Author: Dr. Mehdi ,	Each	

SR No.	Item Description	Unit	Unit Cost USD
	Publisher: Tehran University Publication Edition: First مبانی جرم شناسی دکتر مهدی کی نیا		
106	Penology Author: Hafeezullah Danish, Publisher: Sayeed Publication Edition: last پینولوژی (جزا شناسی) پوهاند حفیظ اللہ دانش	Each	
107	Criminology Author: Mohammad Shafi Salihi, Publisher: Sayeed Publication Edition:1 کریمنولوژی (جرم شناسی) پوهنمل محمد شفیع صالحی	Each	
108	Criminology Author: Gen. Mohammad Azeem Faryabi Publisher: Sayeed Publication Edition: last کریمنولوژی (جرم شناسی) برید جنرال محمد عظیم فاریابی	Each	
109	Forensic Medicine Author: Dr. Mohammad Zahir, Publisher: Sayeed Publication Edition:Last	Each	

SR No.	Item Description	Unit	Unit Cost USD
	عدلی طب پوهندوی دوکتور محمد ظاهر		
110	Islamic Criminal Law and its comparison with man-made laws Author: Raheemulah Rohani, Publisher: Sayeed Publication Edition: last حقوق جزای اسلام و مقایسه آن با قوانین وضعی رحیم الله روحانی	Each	
111	Introduction to the general jurisprudential rules Author: Dad Mohammad Nazeer, Publisher: Any Edition:1 درآمدی بر قواعد کلی فقهی پوهنوال داد محمد نذیر	Each	
112	Emergence Process of Crime Author: Burhan Khateri, Publisher: Khorsandi Publication Edition: First فرآیند تکوین جرم برهان خاطری	Each	
113	Proportionality of Crime and Punishments Author: Dr. Mansoor Rahemdel, Publisher: Semat Publication Edition: 4 th تناسب جرم و مجازات دکتر منصور رحمدل	Each	

SR No.	Item Description	Unit	Unit Cost USD
114	Origin of law and criminal justice in Afghanistan Author: Dr. Hussani Ghulami Publisher: German Embassy , or Sayeed Publication Edition: First میان‌ی حقوق و عدالت جزایی در افغانستان داکتر حسین غلامی	Each	
115	Guideline for records and proceedings in court of justice Author: Mawlawi Abdul Baqi, Publisher: Supreme Court Edition: first رهنمایی وثایق و سجلات دعاوی محاکم عدلی مولوی عبدالباقی	Each	
116	Specialized Criminal Law Author: Abdul Wahab Karimi, Publisher: Ibn-e- Sina University Edition: First حقوق جزا اختصاصی عبدالوهاب کریمی	Each	
117	Childs rights Author: Nezamuddin Abdullah Publisher: Sayeed Publication Edition: 1	Each	

SR No.	Item Description	Unit	Unit Cost USD
	حقوق اطفال نظام الدين عبدالله		
118	Forensic Medicine for judicial specialists Author: Mohammad Ehsan Alemi, Publisher: Sayeed Publication Edition: 1 طب عدلی برای متخصصین بخش قضایه محمد احسان عالمی	Each	
119	Administrative law of Afghanistan Author MOJ Publisher: MOJ or Sayeed Publication Edition: last د افغانستان اداری حقوق	Each	
120	Law on Mass media Author: Mohammad Qasem Rahmani Publisher: Hamed Publication Edition: First حقوق رسانه های همگانی محمد قاسم رحمانی	Each	
121	Crime and its elements Author: Abdul Qader Uda, Publisher: Yaadawaran Publication Edition: First جرم و ارکان آن عبدالقادر عوده	Each	
122	Get familiar with duties of defense lawyers Author: Najebullah Azizi,	Each	

SR No.	Item Description	Unit	Unit Cost USD
	Publisher: Sayeed Publication Edition: last با وظایف وکلای مدافع آشنا شوید نجیب الله عزیزى		
123	Guide to property rights in Afghanistan Author: Folie Conner Publisher: Norwegian Refugee Council or Sayeed publication Edition: First رهنمای حقوق ملکیت در افغانستان	Each	
124	Criminal procedure principles, policies and perspectives Author: Joshua Dressler Publisher: Sayeed Publication Edition: last اصول دادرسی کیفری ، سیاست ها و چشم اندازها	Each	
125	Modern scientific evidence Author: David L.Faigman, Publisher: Sayeed Publication Edition:1 شواهد علمی عصرى	Each	
126	Principles of enforcement and criminal trials Author: Zareef Alam Estanakzai,	Each	

SR No.	Item Description	Unit	Unit Cost USD
	Publisher: Sayeed Publication or Any Edition: 1 اصول اجراءات و محاکمات جزائی ظریف علم ستانکزی		
127	Principles of enforcement and criminal trials Author: Gen. Abdul Qayoom Nezami, Publisher: Sayeed Publication Edition: last اصول اجراءات و محاکمات جزائی خارنمل جنرال عبدالقیوم نظامی	Each	
128	Principles of criminal trials Author: Dr. Ghulam Haidar Alama, Publisher: Sayeed Publication Edition: Last اصول محاکمات جزایی تألیف دکتور غلام حیدر علامہ	Each	
129	Principle of criminal trials Author: Zarif Alam Estanakzai, Publisher: Sayeed Publication Edition -1 اصول محاکمات جزایی تألیف پوهاند ظریف علم ستانکزی.	Each	
130	Principles of enforcement and criminal trials	Each	

SR No.	Item Description	Unit	Unit Cost USD
	Author: Mohammad Shafi Salihi, Publisher: Sayeed Publication Edition: Last اصول اجراءات و محاکمات جزایی تألیف پوهندوی محمد شفیع صالحی.		
131	Special Islamic criminal law Author: Dad Mohammad Nazeer, Publisher: Sayeed Publication Edition: 1 حقوق جزای اختصاصی اسلام تألیف پوهاند داد محمد نذیر	Each	
132	General criminal law of Afghanistan Author: Dr. Ghulam Haidar Alama Publisher: Sayeed Publication Edition: last حقوق جزای عمومی افغانستان تألیف دکتور غلام حیدر علامه.	Each	
133	General criminal law Author: Hafizullah Danish Publisher: Sayeed Publication Edition: Last حقوق جزای عمومی تألیف پوهاند حفیظ الله دانش.	Each	

SR No.	Item Description	Unit	Unit Cost USD
134	Strategic principles of criminal law Author: Dr. Ghulam Haidar Alama Publisher: Sayeed Publiction Edition:1 اصول راهبردی حقوق کیفری تالیف دکتور غلام حیدر علامہ	Each	
135	Criminal procedure book Author: Mahmood Akhudi Publisher: Sayeed Publication Edition: Last کتاب آیین دادرسی کیفری تالیف محمود آخوندی.	Each	
136	Treatise Of crimes and punishments Author: Sazar Pakarya, Publisher: Sayeed Publication Edition: 1 رساله جرائم و مجازات تالیف سزار بکاریا ها	Each	
137	Advanced in Law Terminology Author: Langarodi Jafari, Publisher: Sayeed Publicaton Edition: Last	Each	

SR No.	Item Description	Unit	Unit Cost USD
	مبسوط در ترمینولوژی حقوق تألیف لنگرودی جعفری		
138	Islamic Penal law (jurisprudence of Al-criminal) Author: Sayeed, 1396 Publisher: Sayeed Publication Edition: 2 حقوق جزا اسلام (فقه الجنای) چاپ دوم : انتشارات سعید سال ۱۳۹۶.	Each	
139	Specialized Criminal Law Author: Mohammad Saleh Walidi, Publisher: Sayeed Publication Edition: Last حقوق جزای اختصاصی تألیف محمد صالح ولیدی.	Each	
140	Commentary Penal Code Author: Nashir Panyad Asia, edition 2, volume 1-4 Publisher: Sayeed Publication 1398 چاپ خانه سعید. سال چاپ ۱۳۹۸. دوپسته چهار جلدی. شرح کود جزا . ناشر بنیاد آسیا.	Each	
141	Penal Code Law Author: Abdul Wahab, with amended	Each	

SR No.	Item Description	Unit	Unit Cost USD
	edition Publisher: Sayeed Publication Edition: Last قانون كود جزا عبدالوهاب		

Annex D - IDLO Special Conditions of Contract

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of Goods. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of Goods.

Place of delivery	IDLO Kabul Office, located at The Baron Kabul, near KIAA/RS Abbey Gate, Hawa-e-Shanasi Road, Khawaja Rawash, Kabul, Afghanistan
Delivery date	The Framework Agreement will be signed for a period of up to 12 months. IDLO is not obliged to use the services/ goods provided by the Contractor. IDLO will review the quality of goods/services and deliverables after 12 months. Subject to satisfactory performance and agreement by both parties the Framework Agreement may be extended for another 12 months. The overall duration of the contract will not exceed 24 months. The prices will remain unchanged during the period of contract implementation.
Payment terms	IDLO will process payment within 30 days after satisfactory receipt of all goods/ provision of services and upon receipt of the complete and correct invoice by the service provider.

Annex - E

IDLO General Terms and Conditions for the Procurement of Goods

Any bid submission will imply the unconditional acceptance of IDLO General Terms and Conditions and adherence to the Supplier Code of Conduct for the Procurement of Goods.

ANNEX 1 –

IDLO GENERAL TERMS AND CONDITIONS

FOR THE PROCUREMENT OF GOODS

GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS [CONTRACTS]

The present General Terms and Conditions for the Procurement of Goods (hereinafter referred to as “General Terms and Conditions”) set forth the general terms and conditions applicable to any Contract for Goods and/or Purchase Orders for Goods issued by IDLO.

1. GENERAL STANDARDS OF PERFORMANCE

The Contractor shall carry out its work with due diligence and efficiency, conform to a high standard of moral and ethical conduct, and exercise such skill and care in the production and delivery of the Goods as is consistent with generally accepted professional standards.

The Contractor shall keep accurate and systematic records of its work.

The Contractor shall promptly furnish IDLO with any such information relating to the Goods as IDLO may from time to time reasonably request.

The Contractor shall neither seek nor accept instructions from any authority external to IDLO in connection with the production or delivery of the Goods.

The Contractor shall refrain from any action which may adversely affect IDLO and shall fulfill its commitments with the fullest regard to the interests of IDLO.

IDLO reserves the right to require original receipts and to audit the Contractor’s accounts and records in the event that it has a good faith reason to believe that the Contractor has acted in violation of the Supplier’s Code of Conduct or applicable law.

2. PERSONNEL

As the Contractor has legal status independent of IDLO, it shall be responsible for the professional and technical competence of its employees, officials, agents and representatives (hereinafter referred to as the “Contractor’s Personnel”) and/or subcontractors and will select, for work under the Contract, reliable individuals who shall perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

Should IDLO determine that an individual employed or subcontracted by the Contractor has violated these standards or the terms of the Contract, IDLO shall so inform the Contractor, who will take immediate steps to remove said individual from work under this Contract, without prejudice to its requirement for satisfactory completion of said work.

The Contractor’s Personnel :

Shall comply with all the terms and obligations of the Contract;

Shall not be considered in any respect as being employees, consultants, agents or affiliates of IDLO;

Shall not have any power to commit IDLO in respect of any obligation or expenditure whatsoever;

Shall not be conferred any privilege or immunity that IDLO and its personnel enjoy as an intergovernmental organization;

3. PACKING

(a) The Contractor will pack the goods with appropriate materials and with due care, in accordance with the normal commercial standards of export packing for this type of merchandise (i.e. standard commercial practice). Such packing materials used must be adequate to safeguard the goods while in transit.

(b) The goods shall be packed and marked in a proper manner and in accordance with the instructions stipulated in the contract, any statutory requirements and any requirements of the transporters and manufacturers. In particular the goods shall be marked with the Purchase Order number issued by IDLO (if applicable), the net, gross and tare weights. The name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall

bear prominent and adequate warnings. A documentation containing, as a minimum, the description of the goods (including accessories and attached spare parts) and its main sub-element, the user manual in English, and the maintenance and repair manual in English, shall also be provided with the goods.

- (c) All packaging materials shall be considered non-returnable and shall be destroyed. IDLO accepts no liability with respect to the failure to deliver to the Contractor's premises any empty package materials returned by IDLO unless the Contractor, within ten days of receiving notice from IDLO that the package materials have been dispatched, notifies IDLO in writing of such failure.
- (d) The Contractor shall be responsible for any damage or loss resulting from faulty or inadequate packing.

4. DELIVERY

The Contractor shall hand over the goods, and IDLO shall take over the goods, at the address and within the delivery date stipulated in the contract. All manuals, instructions, and any other information relevant to the goods shall be in English, unless otherwise stipulated in the contract. Notwithstanding any term used in this contract, risk of loss, damage to, or destruction of the goods shall be borne by the Contractor until IDLO takes physical delivery of the goods in accordance with the terms of the contract.

5. TRANSPORT AND FREIGHT

Unless otherwise stipulated, transport arrangements shall be undertaken by the Contractor who shall be responsible for payment of freight and insurance costs of the goods from the Contractor to the delivery address stipulated in the contract.

6. CUSTOMS DECLARATION

Contractor is responsible for customs clearance into the country of receipt of the goods and if the goods are subject to import duties, a customs declaration (which may also, if necessary, include an import license) shall be provided to the Contractor by IDLO, exempting IDLO from these charges.

7. EXPORT AND IMPORT LICENCES

- (a) If any export license or any other governmental authorization is required for the export of goods, it shall be the obligation of the Contractor to obtain any such license or governmental authorization. In the event of failure to obtain such a license or authorization within a reasonable time, IDLO may declare the Contract invalid.
- (b) If any import license or any other governmental authorization is required for the import of goods, it shall be the obligation of IDLO to obtain any such license or governmental authorization.

8. DELIVERY AND SUPERVISION

The Contractor shall provide the Goods at the place specified in the Contract, and within the delivery period stipulated in the Contract.

The Coordinator as defined in the Contract, shall oversee the Contractor's delivery of the Goods and verify that the Contractor carries out the tasks specified in this Contract and in accordance with the Coordinator's specific directions and recommendations over the course of the Contract.

In case of any impediment, which may result in the Contractor not abiding by the terms of the Contract, the Contractor shall immediately notify the Coordinator; such notification shall not release the Contractor from fulfilling its obligations under the Contract. IDLO may, at its discretion, however, accept deviations from the terms of the Contract without prejudice to any other rights and remedies set forth herein.

9. EXAMINATION AND ACCEPTANCE

Before any payment, with the exception of advance payment if any, IDLO shall examine the Goods. If they are deemed acceptable, IDLO shall proceed with the payment as defined in the Contract. The Contractor shall provide, when applicable and possible, all facilities for any such examination.

If the Contractor incurs costs or expenses because of IDLO's examination on the premises of IDLO, or elsewhere, the Contractor may ask for reimbursement of duly documented and justified costs.

- (a) In case of rejection of the Goods provided, IDLO will communicate the grounds for rejection and timeframe for addressing IDLO's concerns. The Contractor will make every effort to address IDLO's concerns within the given timeframe. A new examination may also be carried out by the representatives of both Parties if promptly requested by the Contractor and before IDLO exercises any legal remedies. The Contractor shall bear the expenses of such an examination.

- (b) The examinations shall be carried out in good faith.
- (c) The sole individual or individuals authorized to accept the Goods provided under this Contract, on behalf of IDLO, are specified in the Contract.

10. PAYMENT

- (a) Unless expressly stipulated otherwise in the Contract, IDLO shall make payment by means of a bank remittance, within thirty (30) days of acceptance of the Goods by IDLO, and upon receipt of the corresponding invoice and any other documents specified in the Contract.
- (b) The price of the Goods shall be firm for the entire duration of the Contract and as stated in the Contract, and may not be increased, except by the express and written agreement of IDLO.
- (c) IDLO shall not pay any charge for late payment unless this has been expressly agreed to in writing.
- (d) Payment shall not be made for Goods that have not been accepted as provided for in Article 5 of these General Terms and Conditions. Payment alone by IDLO shall not be deemed to be acceptance of Goods.
- (e) Advance payment shall only be made if expressly authorized by IDLO in the Contract and only where normal commercial practice or the interests of IDLO so require.

11. PERFORMANCE SECURITY

If IDLO so requests in the Contract, the Contractor shall guarantee the due fulfillment of its obligations under the Contract by providing an unconditional and irrevocable bank guarantee serving as Performance Security from an established bank of good standing for an amount corresponding to 10% of the Contract value (exclusive of tax).

12. TAXES

The Contractor shall be personally responsible for the payment of taxes, charges or other levies, if any, with respect to compensation or other payments received from IDLO.

IDLO maintains a number of bilateral agreements in which countries confer upon IDLO certain privileges and immunities, including tax exemption. The Contractor's price shall be net of any taxes or customs duties that would normally be payable for the Goods or Services in the absence of such exemption. If it is subsequently determined that any taxes and duties from which IDLO is exempted have been included in the price paid by IDLO, the amount of such taxes and duties shall be refunded by the Contractor. In the event that the Contractor's price includes taxes or customs duties for which IDLO is exempt, IDLO may deduct such amount from the Contract price and payment of such corrected amount shall constitute full payment by IDLO. In countries where IDLO is not tax-exempt and where Goods or Services are provided, the price shall include all taxes due by IDLO under the fiscal legislation of such countries.

13. TITLE TO EQUIPMENT SUPPLIED BY IDLO

Title to any equipment and supplies that may be furnished by IDLO shall rest with IDLO and any such equipment shall be returned to IDLO upon termination of this Contract or when no longer needed by the Contractor. Such equipment, when returned to IDLO 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 IDLO for equipment determined to be damaged or degraded beyond normal wear and tear.

14. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

The Contractor guarantees that the Services and Goods provided by it are unencumbered by any third party's proprietary rights.

All intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to the deliverables, 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, shall belong exclusively to IDLO. At IDLO'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 IDLO.

15. CONFIDENTIALITY

- (a) The Contractor shall not use any information acquired or developed in the course of this Contract for any purpose not authorized in writing by IDLO.
- (b) The Contractor is required to exercise the utmost discretion during the performance of the Contract. The Contractor may not communicate to any other person, government, or authority external to IDLO

any information known to it by reason of its contractual relationship with IDLO which has not previously been made public, except with the written authorization of IDLO. Nor shall the Contractor at any time use such information to private advantage.

- (c) The Contractor shall be liable for any breach of confidentiality or any indirect disclosure that could harm the interests of IDLO. The extent of any such liability shall be directly proportional to the extent of the damage caused.
- (d) 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 IDLO, shall be treated as confidential, and shall be returned and/or delivered only to authorized IDLO officials in completion of work under this Contract.

16. ADVERTISING

Unless authorized in writing by IDLO, the Contractor shall not advertise or otherwise make public the fact it is supplying goods or services to IDLO. The Contractor shall not use the name, emblem, or official seal of IDLO or any abbreviation of the names of IDLO for advertising or for any other promotional purpose.

17. SOCIAL AND HUMAN RIGHTS

The Contractor shall respect fundamental social and human rights, and shall abide by the IDLO Supplier Code of Conduct and the IDLO Anti-Fraud and Anti-Corruption Policy.

In addition, the Contractor:

- represents and warrants that neither it nor any of its affiliates or subcontractors is engaged in any practice inconsistent with the rights set forth in the Convention of the Rights of the Child 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;
- warrants that neither it, nor any of its affiliates or subcontractors is engaged in the sale or manufacture of anti-personnel mines or of components used in the manufacture of such mines;
- confirms that neither it, its staff, nor any other recipients of funds under this Contract, has not, and further warrants that neither it, its staff, nor any other recipients of funds under this Contract, will support or fund, directly or indirectly, any drug trafficking or terrorism related activities, and further warrants that neither its staff, nor any other recipients of funds under this Contract will commit violations of human rights;
- further warrants that neither it, nor any of its affiliates or subcontractors is involved in the transportation or provision of services of human beings for purposes deemed illegal in either the country of origin, sale or delivery of the goods being provided under this contract;
- warrants that no official or employee of IDLO has been or shall be admitted by it to any direct or indirect benefit arising from this Contract or the award thereof.

18. SUB-CONTRACTING, THIRD PARTIES

- (a) The Contractor shall not, without the prior and express written approval of IDLO, assign, transfer, pledge, or make other disposition of this Contract or any part thereof, or any of the Contractor's rights or obligations arising out of the Contract to third parties or sub-contract any part of the work required under this Contract to third parties.
- (b) In the event that IDLO authorizes the Contractor to sub-contract part or all of the obligations under the Contract to third parties, the Contractor shall nonetheless remain bound by its obligations to IDLO under the Contract.
- (c) The Contractor shall be required to include in any sub-contract provisions enabling IDLO to enjoy the same rights and guarantees in relation to subcontractors as it enjoys in relation to the Contractor. However, the Contractor shall insert no language in any subcontract asserting or implying a direct relationship between IDLO and said subcontractor.
- (d) The terms of any sub-contract shall nonetheless be subject to the provisions of this Contract.

19. INSURANCE

- (a) The Contractor shall insure against all risks or loss, damage or injury caused by the Contractor, the Contractor's Personnel, or by any person acting on behalf of the Contractor during the performance of the Contract.
- (b) 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.

- (c) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees or subcontractors to cover claims for personal injury or death in connection with this Contract.
- (d) 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 the Goods or Services or the operation of vehicles, boats, airplanes, or other equipment owned or leased by the Contractor or the Contractor's Personnel or subcontractors performing work or services in connection with this Contract.
- (e) The Contractor shall, upon IDLO's request, provide IDLO with satisfactory evidence of the insurance required under this Article.

20. WARRANTY

The Contractor warrants that it is appropriately licensed to conduct business in the place of performance and is not the subject to any investigation or claim that could adversely affect Contract implementation and that the goods and services are: (a) of the quality, quantity, and description required by the Contract; and (b) free from any right or claim of a third party, including rights or claims based on copyright, patent, or other industrial or intellectual property rights.

Breach of this warranty may result in Contract termination as allowed for in this Contract, and/or result in the Contractor being backlisted from the IDLO supplier database or other databases to which IDLO subscribes or contributes to.

21. CONTRACT DELAY

IDLO may at its discretion, accept deviations from the deadline specified in the Contract, without prejudice to any other rights and remedies, and deduct from the price stipulated in the Contract, as penalties, a sum equivalent to 1% per day of the contractual price of the delayed deliver of the Goods or Services for each day of delay up to a maximum 15 days. After 15 days, IDLO has an option to terminate the Contract without incurring any liability for termination charges or any other liability of any kind.

22. LIABILITY AND INDEMNITY

IDLO shall neither be held liable, nor accept any claim for loss, damage, or injury sustained by the Contractor or the Contractor's Personnel.

The Contractor shall indemnify, protect and defend, at its own expense, IDLO and its agents and employees, from and against any and all actions, claims, losses or damages arising out of acts or omissions of the Contractor or the Contractor's Personnel in and relating to the performance of the Contract.

23. FORCE MAJEURE

In the event of any cause constituting force majeure, the affected Party (the "Affected Party") shall, as soon as possible, give notice and full particulars in writing to the other Party (the "Other Party"), of such occurrence or cause. On receipt of this notice, the Other Party shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Affected Party of a reasonable extension of time, suspension or termination of the Contract under the terms and conditions provided for in Article 20. It is only once the condition of force majeure has been agreed by the Other Party, who shall not unreasonably deny it, that the Affected Party shall be relieved from liability for non-performance of its obligations.

Force majeure as used herein means any unforeseeable and irresistible act arising from causes beyond the control and without the fault or negligence of the Affected Party that renders the Affected Party unable wholly or in part, to perform its obligations and meet its responsibility under the Contract. Such act shall include, but is not limited to: modification of laws or regulations, strikes, lock-out or other industrial disturbances, acts of terrorism, wars (whether declared or not declared), blockades, embargoes, insurrections, riots, civil disturbances, explosions, epidemics, landslides, earthquakes, storms, lightning, floods and washouts.

24. NON-WAIVER OF RIGHTS

Failure of, or delay by, IDLO in the exercise of any rights or remedies provided by the Contract shall not be deemed a waiver of any rights of IDLO, and shall not release the Contractor from fulfilling its obligations.

25. TERMINATION

Termination of part of the delivery of Goods or Services

Without prejudice to the provisions on force majeure in these General Terms and Conditions, if the Contractor fails to provide any or all of the Goods or Services fully in accordance with the terms and conditions of the Contract including the time period specified, IDLO may, by notice given in writing, terminate the performance of such parts or part thereof as to which there has been default without incurring liability or termination charges of any kind. In case payments were made in advance, the Contractor shall reimburse IDLO for Goods or Services fully or partially not provided.

Termination of Contract for breach by the Contractor

IDLO shall have the right to terminate the Contract immediately without prior notice and indemnity, and demand the payment of any sums already paid to the Contractor if the Contractor is in breach of the Contract.

In particular the following events are regarded as a breach of the Contract:

- (i) the Contractor ceases operations wholly or for a large part; or
- (ii) does not comply with any conditions of the Contract; or
- (iii) submits false, materially inaccurate or misleading, or incomplete information; or
- (iv) offers incentives, inducements or other benefit to any IDLO employees, including consultants and agents; or
- (v) does not provide the Goods or Services or provides them in unsatisfactory in terms of quality, timing and manner.

The Contractor shall immediately inform IDLO of the occurrence of any of the above events.

In such a case, the Contractor shall be bound to compensate IDLO for all damage, costs, and loss of interest, including all amounts due until the original termination date of the Contract, as well as all costs incurred by IDLO in legal and non-legal proceedings, including those for legal assistance, as a consequence of having to terminate the Contract. IDLO shall have the right to withhold any amount due under the present Article from any amount otherwise due to the Contractor from IDLO under this or any other contract.

IDLO may procure the Goods or Services from other sources and may hold the Contractor liable for any excess cost occasioned thereby, including transactional costs.

The provisions set forth in the present Article do not exclude the right of IDLO to exercise other legal rights, including its right to impose liquidated damages or, to demand payment or compensation for damages.

IDLO, at its own discretion, is legally and without intervention by the courts entitled to carry out itself or to have carried out any contractual obligation for which the Contractor is in default, at the full expense and risk of the Contractor.

Termination of Contract at the initiative of IDLO

IDLO may terminate the Contract for any reason with thirty (30) days' written notice. Upon receipt of notice of termination by IDLO, the Contractor shall take immediate steps to bring the work or service to a close in a prompt and orderly manner. The Contractor shall reduce expenses to a minimum and shall not undertake any further commitments under the Contract from the date of receipt of such a notice. The Contractor shall be entitled to pro-rata payment for any Service or Deliverable delivered prior to such termination.

26. AMENDMENTS AND ADDITIONS TO THE CONTRACT

IDLO personnel named or identified in the Contract are subject to change at any time without necessitating an amendment to the Contract. The Contractor shall be notified of any changes via mail or email, as soon as practicable.

All other provisions of the Contract and the Annexes thereto may be amended or supplemented only by means of a supplementary written agreement signed by the authorized representatives of the Parties.

27. PRIVILEGES AND IMMUNITIES

Nothing contained in the Contract or any course of dealing between the Parties shall be deemed a waiver, express or implied, of any privilege or immunity that IDLO enjoys as an international organization.

28. APPLICABLE LAW

Given the status of IDLO as an intergovernmental organization, the Parties expressly agree that the Contract shall be governed exclusively by the terms and conditions of the Contract, to the exclusion of any single national system of law. However, the Contractor shall comply with all applicable laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

29. SETTLEMENT OF DISPUTES

Except as otherwise provided in the Contract, any dispute between IDLO and the Contractor concerning the interpretation and performance of this Contract shall be settled by negotiation between the Parties.

If the dispute cannot be settled in accordance with paragraph (a) above or by another agreed mode of settlement, the matter shall, at the request of either Party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of signature of the Contract. The appointing authority for the arbitrator shall be the Secretary-General of the Permanent Court of Arbitration. The forum of the arbitration shall be Rome, Italy. The language of the arbitration shall be English. The number of arbitrators shall be one.

Any arbitration award rendered in accordance with paragraph (b) above shall be final and binding on the Parties.

Apart from arbitration, there is no other means of dispute settlement available to the Parties, unless they otherwise agree.

30. SURVIVAL OF TERMS

The provisions of this Contract which, by their nature, should remain in effect beyond the termination or expiry of the Contract, including, but not limited to obligations under Articles 8, 9, 10, 11, 14, 17 and 24 of the General Terms and Conditions shall survive without any time limit.

31. CONTRACT EXECUTION

This Contract, including any amendments may be executed in counterparts, which, when taken together, will constitute one Contract. Copies of this Contract will be equally binding as originals and faxed, or scanned and e-mailed counterpart signatures will be sufficient to evidence execution, though IDLO may require the Contractor to execute an original signed Contract.

Annex - F

IDLO Supplier Code of Conduct

IDLO recognizes the universal and fundamental values enshrined in international instruments in the areas of human rights, labor, environment and anti-corruption.

IDLO expects its Suppliers to respect fundamental social and human rights, and the equal rights of men and women, take responsibility for minimizing the environmental impact of their activities, endorse ethical business practices and reach the following goals:

1. Supplier Relationships: The provisions of this Code of Conduct set forth the expectations of all suppliers with whom IDLO does business. IDLO expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third-parties. IDLO expects suppliers to ensure that the rules and standards of this Code of Conduct are communicated to their employees and subcontractors.

2. Promoting the Principles of this Code of Conduct: IDLO expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance.

3. Subcontracting: IDLO expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

Labor:

4. Freedom of Association and Collective Bargaining: IDLO expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core international principles on Freedom of Association and collective bargaining. IDLO recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.

5. Forced Labor: IDLO expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with international rules on forced labor. All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification, passports or work permits as a condition of employment.

6. Child Labor: IDLO expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The minimum admission to employment or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child's education or that may be harmful to the child's health, physical, mental, social, spiritual or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.

7. Discrimination: IDLO does not tolerate any form of discrimination in hiring and employment practices on the ground or race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status. IDLO also discourages discrimination regarding access to training, promotion, and rewards.

8. Working Hours: IDLO expects its suppliers to comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that workers are provided with one day off in every seven-day week.

9. Compensation: IDLO expects its suppliers to comply, at a minimum, with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits.

Human Rights:

10. Human Rights: IDLO expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

11. Harassment, Harsh or Inhumane Treatment: IDLO expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

12. Health and Safety: IDLO expects its suppliers to follow all relevant legislation, regulations and directives in the country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems; reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; and occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.

13. Mines: IDLO expects its suppliers to strive not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

Environment:

14. Environmental: IDLO expects its suppliers to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

15. Chemical and Hazardous Materials: Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

16. Wastewater and Solid Waste: Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

17. Air Emissions: Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.

18. Minimize Waste, Maximize Recycling: Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

Drug trafficking and Terrorism:

19. Drug Trafficking: IDLO expects its suppliers to warrant that neither they, nor any of their employees and subcontractors, are engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the goods or services to be provided to IDLO.

20. Terrorism: IDLO expects its suppliers to warrant that neither they, nor any of their employees and subcontractors, are engaged directly or indirectly in terrorism, or in the finance or support to terrorists. Further, IDLO expects its suppliers to warrant that neither they nor their staff, nor any other recipients of funds from the supply of goods or services to IDLO, are listed in any sanctions list maintained by the United Nations Security Council; the United States Department of the Treasury, Office of Foreign Assets Control; or the European Union. Should the supplier, its staff, or other recipients of funds from the supply of goods or services to IDLO be included in any of the above-listed sanctions lists, the supplier is expected to notify IDLO immediately.

Bribery & Corruption:

21. Corruption: IDLO expects its suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.

22. Conflict of Interest: IDLO suppliers are expected to disclose to IDLO any situation that may appear as a conflict of interest, and disclose to IDLO if any IDLO official or professional under contract with IDLO may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

23. Gifts and Hospitality: IDLO does not accept any type of gift or any offer of hospitality. IDLO will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. IDLO expects its suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to IDLO personnel in order to facilitate the supplier's business with IDLO.

24. Monitoring and Evaluation: IDLO may conduct on-site evaluations and inspections of its suppliers' facilities and those of their subcontractors to review their progress towards these principles. It is the expectation of IDLO that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. IDLO may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with IDLO.