



## **TERMS OF REFERENCE (TORs) FOR HIRING OF LEGAL CONSULTING SERVICES**

Date: Sep 07, 2023

### **SCOPE OF SERVICES:**

Provide legal assistance against any litigation arising out of Islamic Relief daily business affairs regarding human resources matter, employees and their contract administration as well as procurement and other legal litigation of IRW with different stakeholders and line department.

Representing and defending the IRW (Afghanistan) before the Courts of Law including but not limited to Consumer Courts/Civil/Labour Courts/Tribunals/Sessions/All High Courts of Afghanistan as the case may be/Federal Shariat Court/Supreme Court for the cases filed by the Client against Staff members / Consultants/Contractors/ Suppliers/ Sub-Contractors/Employees etc. or vice versa.

Interact on behalf of the Islamic Relief Worldwide (Afghanistan) with relevant federal, provincial and districts government authorities as and when required with regard to Corporate /Contractual / Commercial/ Procurement/ Transactional/ Regulatory/ Employment/ Intellectual Property/ Banking and other legal matters.

Providing legal assistance in Dispute Resolution in different forums as and when required.

Negotiate and reply to legal notices and help the IRW (Afghanistan) in sorting out issues out of courts through Alternate Dispute Resolution (ADR) mechanism.

The Legal Advisor shall be willing to travel throughout Afghanistan to represent the Client and defend in cases in the courts of as and required by the IRW.

Following shall be the main area of focus for the legal consultant to represent IRW Afghanistan in different legal forums.

- Corporate commercial litigation
- Procurement cases
- Contract enforcement with suppliers
- Staff Contract termination matter
- Service lawsuit cases
- Banking cases
- Intellectual Property law cases
- Matters related to different ministries.
- Reviewing and validation of the supplier and employee contracts while making the required changes as per the law of Afghanistan.

### **TIME DURATION:**

The duration of Advisory Services shall not exceed twelve (12) months from the date of award of the contract and shall be subject to renewal after elapse of the defined duration.

## QUALIFICATION/ EXPERIENCE REQUIRED:

### Specifications and Technical Requirements

The table below contains the technical requirements of the services. Offerors are requested to provide quotations/service charges containing the information below on official letterhead. In the event this is not possible, offerors may complete this Section and submit a signed/stamped version to IRW.

General legal services on an as-needed basis

S#	Description and Specifications of services	Qty	Services and Specifications Offered	Unit Price AFN's	Total Price AFN's
1	Monthly rates for legal staff by level of seniority	1			
2	Per case charges in the case of litigation in the court or line ministries.	2			
Subtotal:					
Other Costs (Describe: _____) :					
GRAND TOTAL AFN's:					

Legal Review on a fixed-price basis.

Installment Number and Amount	Corresponding Deliverable Number(s) and Name(s)*
1. AFN's	1. Draft Legal Review, including the following: a. Review of IRW office policy manual to determine compliance with pertinent Afghanistan labor laws and explain how to rectify any identified issues. b. Review of IRA templates for leases, long- and short-term employment agreements, firm fixed price sub-contractual agreements, purchase order agreements, grant agreements, and service agreements to determine compliance with Afghanistan laws, and explain how to rectify any identified issues.
2. AFN's	2. Dealing Court cases hearing addressing replies case to case, Representing and defending the IRW (Afghanistan) before the Courts of Law including but not limited to Magistrate/Civil/Labour Courts/Tribunals/Sessions/All High Courts of Afghanistan as the case may be/Federal Shariat Court/Supreme Court for the cases filed by the Client

	<p>against Staff members or legal litigations regarding employees / Consultants/Contractors/ Suppliers/ Sub-Contractors/Employees etc. or vice versa.</p> <p>b. Negotiate and reply to legal notices and help the IRW in sorting out issues out of courts through Alternate Dispute Resolution (ADR) mechanism.</p> <p>c. Interact on behalf of the Islamic Relief Worldwide with relevant federal and provincial government authorities as and when required with regard to Corporate /Contractual / Commercial/ Procurement/ Transactional/ Regulatory/ Employment/ Intellectual Property/ Banking and other legal matters. Providing legal assistance in Dispute Resolution National Forums as and when required</p> <p>Legal Review with full responses to all clarifying and related questions within seven business days of service provider's receipt of all clarifying and related questions.</p>
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## I. EVALUATION AND AWARD PROCESS

Technical and cost factors will be evaluated based on past performance, technical approach, qualification and cost criteria, and key personnel. The relative weight accorded to each criterion is expressed in points with 100 points possible. In evaluating the proposals, the technical criteria when combined are considered more important than cost. Information concerning each criterion must be included in the proposal if it is to be considered in the evaluation. The criteria and respective weighted scores are as follows:

Criteria	Points
Past performance	30
Technical approach	25
Cost Proposal	25
Key Personnel	20
Total	100

After the final evaluation of the proposals, IRW will make one or more awards to the Offeror(s) whose proposal offers the best value to IRW and considering both technical and cost factors.

IRA reserves the right to award under this solicitation without further negotiations. The Offeror(s) are encouraged to offer their best terms and prices with the original submission.

## II. INSTRUCTIONS TO THE OFFERORS

**A.** Technical and cost proposals must be submitted in order to be considered. The following items are required to be submitted as part of the technical or cost proposal.

### 1. Technical Proposal

The Technical Proposal should provide a straightforward, concise delineation of how the Offeror intends to carry out and satisfy the requirements. The Technical Proposal will include in detail the Offeror's approach, schedule, technical resources, experience, and any unique or specialized skills. No contractual price information is to be included in the Offeror's technical proposal to ensure that it is evaluated

strictly on its technical merit. The Technical Proposal will be evaluated by a Technical Evaluation Committee in accordance with the Evaluation and Award Process. The technical proposal should include the following sections:

- a. Technical Approach: The Offeror shall demonstrate its understanding, ability, and overall approach to performing the requirements described in the Scope of Work and Standards.
- b. Capabilities and Experience: The Offeror shall demonstrate:
  1. Possession of the following minimum qualification and experience:
    - Registered law legal service provider in Afghanistan with five years proven experience
    - Minimum of five project contracts on legal service provider's profile
    - Graduate At-Law on the staff
    - Experience of providing legal advice in a minimum of three of the following areas:
      - Human Resource
      - Drafting Reply to Courts
      - Dealing Litigation matter
  2. Capabilities and experience needed to provide the legal services.
  3. Experience in undertaking similar work.
- c. Key Personnel: The Offeror shall present properly qualified and experienced key personnel to perform the requirements in Section VI: Scope of Work and Standards. The Offeror shall provide CVs for the key personnel as an annex in their proposal. (Please see required template in Annex I.)
- d. Past Performance: The Offeror shall submit past performance references for their three most recent clients for whom they conducted similar work - that is similar in size, scope, and complexity to the Scope of Work in this RFP. The references should include the clients' name, contact number, postal and email addresses, telephone number for a currently available point of contact.
- e. Signed Certifications: The Offeror must complete certifications based on the Terrorism, Anti-Kick Back, Debarment, Foreign Corrupt Practices Act. (Please see required template in Annex-II (Terrorism), Annex-III (Anti-Kick Back), Annex-IV (Debarment), Annex-V (Foreign Corrupt Practices Act).

## **2. Cost Proposal**

- a. Corporate Rate Plan: Offeror must prepare a corporate rate plan.

### **ANNEX I**

#### **Key Personnel**

#### **CURRICULUM VITAE (CV) TEMPLATE**

Position Title and No.	
Name of Expert:	
Date of Birth:	

Country of Citizenship/Residence	
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Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment

Membership in Professional Associations and Publications:

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Language Skills (indicate only languages in which you can work): \_\_\_\_\_

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Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in in which the Expert will be involved}	

Expert's contact information: (e-mail ....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my

qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{day/month/year}

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Name of Expert

Signature

Date

{day/month/year}

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Name of authorized  
Date

Signature

Representative of the Consultant (the same who signs the Proposal)

If you have any query and need clarity please write to us on the following email;

[procurement.afg@islamic-relief.org.af](mailto:procurement.afg@islamic-relief.org.af)

#### Validity of Bid

Bids shall remain valid for one year from the date of opening. If the last date falls on a holiday, the validity shall be extended to the next working day of the Company thereafter.

#### Financial Proposal

Complete prices given should be inclusive of income tax, service tax, and other taxes payable as per the rules and regulations of the Government. The payment will be done after the deduction of all payable taxes and other cost if any.

All rates presented in the Financial Proposal shall be considered fixed during the entire service unless otherwise agreed in the Framework agreement due to the fluctuation in currency.

All cost must be quoted in Afghanistan (Afghani)

The IRW country office Afghanistan will make payments within 20 days upon submission of invoices for satisfactory delivery of agreed program outputs and required documents verified by the IRW representative.

The payment will be done through cross cheque/Bank Transfer

#### Bid Submission Requirement

- **Sealed Bids addressed to “Procurement Committee” should be drop in quotation box placed at Street 5, Old Taimani, District 10 | Kabul | | AF on or before Sep 21, 2023@11 AM Kabul time.**

Each page should be sign and stamp and Seal bid should be submitted to IRW.

Complaints..... please to write us

If you see any violation of rights or any incident of corruption, please contact us at:  
[complaints@irworldwide.org](mailto:complaints@irworldwide.org)

Islamic Relief has zero tolerance for corruption & bribery and is committed to listen and Address any violation of rights of aid workers, suppliers, contractors, our beneficiary and communities.

### Supplier Code of Conduct

#### 1 Islamic Reliefs Supplier Code of Conduct

#### 2 Islamic Relief Worldwide requires all suppliers to adhere to:

The Modern Slavery Act 2015

The International Labour Standards as defined by the ILO (International Labour Organisation). The United Nations Global Compact's 10 principles as stated below:

#### Human Rights

**Principle 1:** Businesses should support and respect the protection of internationally proclaimed human rights; and

**Principle 2:** Make sure that they are not complicit in human rights abuses.

**Principle 3:** Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;

**Principle 4:** The elimination of all forms of forced and compulsory labour;

**Principle 5:** The effective abolition of child labour; and

**Principle 6:** The elimination of discrimination in respect of employment and occupation.

#### Environment

**Principle 7:** Businesses should support a precautionary approach to environmental challenges; **Principle 8:** Undertake initiatives to promote greater environmental responsibility; and **Principle 9:** Encourage the development and diffusion of environmentally friendly technologies.

#### Anti-Corruption

**Principle 10: Businesses should work against corruption in all its forms, including extortion and**