

REQUEST FOR PROPOSALS

ITB Ref. No-UNDP/AFG/RFP/2017/0000001253

Provision of Workforce Analysis MoIA in Afghanistan

UNDP

Afghanistan



United Nations Development Programme

May, 2017

Section 1. Letter of Invitation

Kabul
May 7, 2017

Provision of Workforce Analysis MoIA in Afghanistan

Dear Mr./Ms.:

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Proposal Security [not required]
- Section 9 – Form for Performance Security [not required]
- Section 10 – Form for Advanced Payment Guarantee [not allowed]
- Section 11 – Model Long Term Agreement and Contract for Professional Services, including General Terms and Conditions
- E-tendering Instructions Manual for Bidders
- FAQ for Bidders

Your offer comprising of all required documents should be submitted in accordance with Annex I through the UNDP ATLAS E-Tendering system, which can be accessed at <https://etendering.partneragencies.org>.

No hard copy or email submissions will be accepted by UNDP:

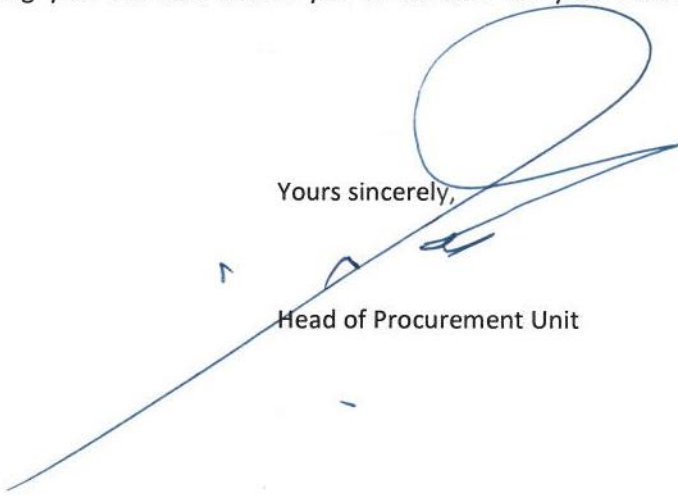
The step by step instructions for registration of bidders and quotation/proposal submission through the UNDP ATLAS E-Tendering system is available in the instructions manual for the bidders, attached with this RFP. Should you require any training on the UNDP ATLAS E-Tendering system or face with any difficulties when registering your company or submitting your bid, please send an email to the E-Tendering Help Desk at procurement.af@undp.org or call +93728999766 during office hours to request for help.

The proposers are advised to use Internet Explorer (Version 10 or above) browser to avoid any compatibility issues with the E-Tendering system.

Please refer to E-Tendering system for closing date of this RFP.

Kindly go through this invitation letter and other documents attached here to this RFP. Should you have any questions or require any clarification, please feel free to send an email to the procurement officer at procurement.af@undp.org.

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP procurement opportunities.



Yours sincerely,

Head of Procurement Unit

Section 2: Instruction to Proposers¹

Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) “*Material Deviation*” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) “*Supplemental Information to the RFP*” refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before

¹ Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet..

the deadline for the submission of Proposals.

- n) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
 - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP’s confirmation on whether or not

such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
 - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend

the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services

required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.

- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;

- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNDP has awarded it;
 - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a

contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other

member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).

23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.

23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.

25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”.

25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made

by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

$$\frac{(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})}{\text{Total Combined and Final Rating of the Proposal}}$$

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Reparable Errors and Omissions

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

| DS No. ² | Cross Ref. to Instructions | Data | Specific Instructions / Requirements |
|---------------------|----------------------------|---|---|
| 1 | | Project Title: | UNDP |
| 2 | | Title of Services/Work: | Provision of Workforce Analysis MoA in Afghanistan |
| 3 | | Country / Region of Work Location: | Afghanistan |
| 4 | C.13 | Language of the Proposal: | <input checked="" type="checkbox"/> English |
| 5 | C.20 | Conditions for Submitting Proposals for Parts or sub-parts of the TOR | <input checked="" type="checkbox"/> Not allowed |
| 6 | C.20 | Conditions for Submitting Alternative Proposals | <input checked="" type="checkbox"/> Shall not be considered |
| 7 | C.22 | A pre-proposal conference will be held on: | <p>Time: 10:00 am Kabul, Time Date: 21 May 2017 Venue : UNDP Meeting Room Address: UNDP Country Office, UNOCA Compound, Jalalabad Road, Kabul Afghanistan All interested proposers are encouraged to participate in the pre-bid conference. The UNDP focal point for the arrangement is: Supply Chain Management Office Address: UNDP Country Office, UNOCA Compound, Jalalabad Road, Kabul Afghanistan E-mail: procurement.af@undp.org Bidders interested to attend the Pre-Proposal Conference Must Send the Following information to the above</p> |

² All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "N/A" but must not be deleted.

| | | | |
|----|-----------------------|---|--|
| | | | mentioned E-mail address Before 12:00 PM On 18 May 2017 including Participant's Name, Nationality, Notional ID (Tazkira) or Passport Number, and Company Name . The Subject of E-mail Should be: ITB Ref. No-UNDP/AFG/RFP/2016/0000001253 |
| 8 | C.21 | Period of Proposal Validity commencing on the submission date | <input checked="" type="checkbox"/> 90 days |
| 9 | B.9.5 C.15.4 b) | Proposal Security | <input checked="" type="checkbox"/> Not Required |
| 10 | B.9.5 | Acceptable forms of Proposal Security ³ | <input checked="" type="checkbox"/> NA |
| 11 | B.9.5 C.15.4 a) | Validity of Proposal Security | NA |
| 12 | | Advanced Payment upon signing of contract | <input checked="" type="checkbox"/> Not allowed |
| 13 | | Liquidated Damages | <input checked="" type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay:0.1% If the Supplier/contractor fails to deliver any or all of the requested works or perform any of the services/works within the time period specified in the contract/ purchase Order, UNDP may, without prejudice to any other rights and remedies deduct from the total price stipulated in this Order/contract an amount of 0.1% per day of the value of the Contract up to 10% of the total contract value, hereafter UNDP Afghanistan has the right to cancel the contract/ purchase order |
| 14 | F.37 | Performance Security | <input checked="" type="checkbox"/> Required Amount : 10% of Contract Amount Form: 10% of the payable amount shall be retained from each payment as Performance Security until final certification of acceptance of all contract outputs/deliverables. The term "acceptance" shall not be equated with "mere receiving" of outputs/deliverables. |
| 15 | C.17, C.17 b) | Preferred Currency of Proposal and Method for Currency conversion | <input checked="" type="checkbox"/> United States Dollars (US\$) |

³ Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

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| | | | <i>Any other currency will be considered as per UN rate of exchange at the time of bid opening/ last day of submission of Offer.</i> |
| 16 | B.10.1 | Deadline for submitting requests for clarifications/ questions | 7 days before the submission date. |
| 17 | B.10.1 | Contact Details for submitting clarifications/questions ⁴ | <p>Focal Person in UNDP: Address: United Nations Development Programme, UNDP Country Office, UNOCA Complex, Jalalabad Road, Kabul, Afghanistan E-mail address dedicated for this purpose: procurement.af@undp.org Note : The Subject Line of email should be: UNDP/AFG/RFP/2017/0000001253</p> |
| 18 | B.11.1 | Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries | Uploading in the E-tendering system. Once uploaded, Prospective bidder (i.e. bidder that have accepted the bid invitation in the system) will be notified via email that changes have occurred. It is the responsibility of the bidder to view the respective changes and clarifications in the system |
| 21 | C.21 D.24 | Deadline of Submission | <p>Date and Time: As specified in the E-Tendering system (note that time zone indicated in the system is New York Time zone).</p> <p><u>PLEASE NOTE: -</u></p> <ol style="list-style-type: none"> 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly in the system. 2. Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your bid at the last minute, UNDP may not be able to assist. |

⁴ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

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|----|--------------------------|--|--|
| 22 | D.23.2 | Allowable Manner of Submitting Proposals | Online bidding in E- tendering system/ module. (Electronic submission of Bid ⁵) |
| 23 | D.23.2 D.26 | Conditions and Procedures for electronic submission and opening, if allowed | <p>Official Address for e-submission: Official Address for e-submission: UNDP ATLAS E-tendering system. https://etendering.partneragencies.org</p> <ul style="list-style-type: none"> ▪ Format: PDF, Word, Excel and JPG ▪ Max. File Size per attachment: 8 MB ▪ Max. No. of attachments: <i>Not limited</i> ▪ Virus Scanning Software to be Used prior to transmission: <i>Any Standard Antivirus Software</i> <p><input checked="" type="checkbox"/> Financial Proposal must be submitted as a separate file encrypted with a password. None of the financial proposal data is disclosed in other documents of the submission. UNDP shall request password for opening the Financial Proposal only from the Proposers who pass the Technical Evaluation as per the criteria established and disclosed in the solicitation document. The Proposer shall assume the responsibility for not encrypting the financial proposal.</p> |
| 24 | D.23.1 | Date, time and venue for opening of Proposals | Not a public opening |
| 25 | E.29.2 E.29.3 F.34 | Evaluation method to be used in selecting the most responsive Proposal | <input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70% |
| 26 | C.15.1 | Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only) | <p><input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</p> <p><input checked="" type="checkbox"/> Certificate of valid Registration of the business, along with previous registration document which dates back to 5 year or older.</p> <p><input checked="" type="checkbox"/> Provide details of past experience for successful completion of at least Two (02) similar projects within the last five years along with value of contract, duration of assignment, Project owner's name address and contact details. Cumulative yearly contract value of such previous work should be more than or equal to USD 1,000,000.</p> <p><input checked="" type="checkbox"/> List of all similar projects within the last 5 years</p> <p><input checked="" type="checkbox"/> Detailed CVs of the team:</p> <ul style="list-style-type: none"> • Team Leader (1 CV required), • Key international expert (Organizational Design Specialist) (1 CV required) |

| | | | |
|----|----------------|---|---|
| | | | <ul style="list-style-type: none"> • Key international expert (HR Specialist Development Expert) (1 CV required) • Key international expert (Policy and Legal Specialist) (1 CV required) • Key National Expert (Coordination Specialist) (1 CV required) • Key National Expert (Organizational Design Specialist) (1 CV required) • Key National Expert (HR Specialist Development Expert) (1 CV required) • Key National Expert (Policy and Legal Specialist) (1 CV required) |
| 27 | | Other documents that may be Submitted to Establish Eligibility | NA |
| 28 | C.15 | Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>) | 1.Scanned copy of duly filled, signed and company stamped Proposal Submission Form (Section 4) 2.Scanned copy of duly filled, Documents Establishing the Eligibility and Qualifications of the Proposer (Section 5) 3. Scanned copy of duly filled, Technical Proposal Form (Section 6) 4.Scanned copy of duly filled, signed and company stamped Financial Proposal Form (Section-7) 5. Confirmation of Life and medical insurance coverage of all surveyors including details of Insurance company 6. CVs of Key Personnel |
| 29 | C.15.2 | Latest Expected date for commencement of Contract | July 16, 2017 |
| 30 | C.15.2 | Expected duration of contract (Target Commencement Date and Completion Date) | 8 months (176 days) |
| 31 | | UNDP will award the contract to: | <input checked="" type="checkbox"/> One Proposer only |
| 32 | E.29.2 F.34 | Criteria for the Award of Contract and Evaluation of Proposals | The proposal must comply with the following: <ul style="list-style-type: none"> • The proposer must have at least five (5) years' similar experience with 2 years of experience in Afghanistan • The proposer must hold a valid business license from a relevant government authority • The proposer must have past experience for successful completion of at least Two (02) similar projects within the last five years. • Key personnel assigned to this project meets minimum qualification and experience requirement as mentioned in the TOR. |

| | | | |
|----|--------|---|---|
| | | | <p>Technical Proposals shall be evaluated based on evaluation criteria below. Technical proposal of the proposer obtaining minimum 70% score will be considered technically qualified offer)</p> <p>Combined Scoring method – where the technical proposals of the qualified offer will be weighted a maximum of 70%, and combined with the price offer which will be weighted a maximum of 30%;</p> |
| 33 | E.29.4 | Post-Qualification Actions | <p><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</p> <p><input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</p> <p><input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;</p> <p><input checked="" type="checkbox"/> Testing and sampling of completed goods similar to the requirements of UNDP, where available;</p> |
| 34 | | Conditions for Determining Contract Effectivity | <input checked="" type="checkbox"/> Signing of UNDP's Professional Services Contract |
| 35 | | Other Information Related to the RFP | NA |

Technical Evaluation Criteria Tables:

| Summary of Technical Proposal Evaluation Forms | | Score Weight | Points Obtainable |
|--|--|--------------|-------------------|
| 1. | Expertise of Firm / Organization | 30% | 300 |
| 2. | Proposed Methodology, Approach and Implementation Plan | 40% | 400 |
| 3. | Management Structure and Key Personnel | 30% | 300 |
| Total | | | 1000 |

| Technical Proposal Evaluation Form 1 | | | Points obtainable |
|---|--|----|-------------------|
| Expertise of the Firm/Organization | | | |
| 1.1 | General Organizational Capability which is likely to affect implementation | | 130 |
| | - Financial stability | 30 | |
| | - loose consortium, holding company or one firm | 20 | |
| | - age/size of the firm | 25 | |
| | - strength of project management support | 15 | |
| | - project financing capacity | 15 | |
| | - project management controls | 25 | |
| 1.2 | Quality assurance procedures, warranty | | 50 |
| 1.3 | Relevance of: | | 120 |
| | - Experience on Similar Programme / Projects for UNDP/ major multilateral/ or bilateral programmes | 40 | |
| | - Previous experience with Rule of Law / Security institutions | 40 | |
| | - Experience on Projects in post conflict countries | 40 | |
| | | | 300 |

| Technical Proposal Evaluation Form 2 | | Points Obtainable |
|--|--|-------------------|
| Proposed Methodology, Approach and Implementation Plan | | |
| 2.1 | To what degree does the Proposer understand the task? | 30 |
| 2.2 | Have the important aspects of the task been addressed in sufficient detail? | 25 |
| 2.3 | Are the different components of the project adequately weighted relative to one another? | 20 |
| 2.4 | Is the conceptual framework adopted appropriate for the task? | 65 |
| 2.5 | Is the scope of task well defined and does it correspond to the TOR? | 120 |
| 2.6 | Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project? | 85 |
| 2.7 | Extent to which any work would be distributed within the Joint Venture organs (Joint Venture carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.) | 55 |
| | | 400 |

| Technical Proposal Evaluation Form 3 | | | Points Obtainable |
|---|---|----|----------------------|
| Management Structure and Key Personnel | | | |
| 3.1 | Team Leader (1 CV required) | | 80 |
| | Sub-Score | | |
| | General Qualification | | 70 |
| | - International Experience | 10 | |
| | Master's degree in Business / Public Administration, Human Resources, Institutional Development or any other relevant field | 15 | |
| | - 15 years of professional experience in the area of change management HR or relevant field | 30 | |
| | - Professional experience in the security/rule of law institutions | 5 | |
| | - Previous experience in post conflict environments | 10 | |
| | - Language Qualifications | | 10 |
| | | | 80 |
| 3.2 | Organizational Design Specialist (1 CV required) | | 60 |
| | Sub-Score | | |
| | General Qualification | | 55 |
| | - International Experience | 5 | |
| | Master's degree in Business / Public Administration, Human Resources, Institutional Development or any other relevant field | 10 | |
| | - 10 Years of professional experience in the area of Organizational Design, organizational effectiveness and reform/restructuring | 30 | |
| | - Professional experience in the security/rule of law institutions | 5 | |
| | - Previous experience in post conflict environments | 5 | |
| | - Language Qualifications | | 5 |
| | | | 60 |
| 3.3 | HR Specialist / Development Expert (1 CV required) | | 60 |
| | Sub-Score | | |
| | General Qualification | | 55 |
| | - International Experience | 5 | |
| | Master's degree in Business / Public Administration, Human Resources, Institutional Development or any other relevant field | 10 | |
| | - 10 Years of professional experience in the area of in the area of Human Resource management, reform and/or development. | 30 | |
| | - Professional experience in the security/rule of law institutions | 5 | |
| | - Previous experience in post conflict environments | 5 | |
| | - Language Qualification | | 5 |
| | | | 60 |

| | | | | |
|-----|--|-----|-----------|-----------|
| 3.4 | Legal and Policy Specialist (1 CV required) | | | 60 |
| | | | Sub-Score | |
| | General Qualification | | 55 | |
| | - International Experience | 5 | | |
| | - Master's degree in legal studies or any other disciplines relevant to Public Policy or any other relevant field | 10 | | |
| | - 10 Years of professional experience in the area of Public Policy or Legal affairs | 30 | | |
| | - Professional experience in the institutional capacity of building of the public sector | 5 | | |
| | - Professional work experience in Afghanistan | 5 | | |
| | - Language Qualifications | | 5 | |
| | | | 60 | |
| | Coordination Specialist (1 CV required) | | | 10 |
| | | | Sub-Score | |
| | General Qualification | | 7.5 | |
| | Master's degree in Business Administration, Communication or relevant field | 2.5 | | |
| | - 7 Years of professional work experience in the area of Coordination in Afghanistan | 2.5 | | |
| | - Professional experience in coordinating/managing complex projects | 2.5 | | |
| | - Language Qualifications | | 2.5 | |
| | | | 10 | |
| | National Organizational Design Specialist (1 CV required) | | | 10 |
| | | | Sub-Score | |
| | General Qualification | | 7.5 | |
| | Master's degree in Business Administration, Human Resources Management or relevant field | 2.5 | | |
| | - 7 Years of professional work experience in the area of Human Resources / Restructuring or Reform with Public sector in Afghanistan | 2.5 | | |
| | - Previous experience working with international organizations / firms | 2.5 | | |
| | - Language Qualifications | | 2.5 | |
| | | | 10 | |
| | National Human Resources Specialist / Development Expert (1 CV required) | | | 10 |
| | | | Sub-Score | |
| | General Qualification | | 7.5 | |
| | Master's degree in Business Administration, Human Resources Management or relevant field | 2.5 | | |
| | - 7 Years of professional work experience in the area of Capacity Development, Organizational Reform or Development in Afghanistan | 2.5 | | |

| | | | | |
|--|--|-----|-----------|------------|
| | Previous experience working with international organizations / firms | 2.5 | | |
| | - Language Qualifications | | 2.5 | |
| | | | 10 | |
| | National Legal and Policy Specialist (1 CV required) | | | 10 |
| | | | Sub-Score | |
| | General Qualification | | 7.5 | |
| | Master's degree in Legal studies or any other disciplines relevant to Public Policy, or other relevant field | 2.5 | | |
| | - 7 Years of professional work experience in the area of Public Policy or Legal affairs in Afghanistan | 2.5 | | |
| | - Professional Experience in the area of legal and policy affairs in the context of public administration / HR | 2.5 | | |
| | - Language Qualifications | | 2.5 | |
| | | | 10 | |
| | Total Part 3 | | | 300 |

Section 3: Terms of Reference (TOR)

Conducting a work force analysis, functional review and organizational review of Ministry of Interior Affairs

A. PROJECT TITLE: WORKFORCE ANALYSIS⁶ FOR THE AFGHAN MINISTRY OF INTERIOR AFFAIRS (MOIA)

B. BACKGROUND

UNDP Global Mission Statement:

The United Nations Development Programme (UNDP) is the UN's global development network, an organization advocating for change and connecting countries to knowledge, experience and resources to help people build better lives. We are on the ground in 166 countries, working with national counterparts on their own solutions to global and national development challenges.

UNDP Afghanistan Mission Statement:

UNDP supports stabilization, state-building, governance and development priorities in Afghanistan. UNDP supports, partnerships with the Government, the United Nations system, the donor community and other development stakeholders. It has contributed to institutional development efforts leading to positive impact on the lives of Afghan citizens. Over the years UNDP support has spanned such milestone efforts as the adoption of the Constitution; Presidential, Parliamentary and Provincial Council elections; institutional development through capacity-building for the legislative, the judicial and executive arms of the state and key ministries, Government agencies and commissions at the national and sub national levels. UNDP has played a key role in the management of the Law and Order Trust Fund, which supports the Government in developing and maintaining the national police force and in efforts to stabilize the internal security environment. Major demobilization, disarmament and rehabilitation and area-based livelihoods and reconstruction programmes have taken place nationwide. UNDP Programmes in Afghanistan have benefited from very active support from donors. UNDP Afghanistan is committed to the highest standards of transparency and accountability and works in close coordination with the United Nations Assistance Mission in Afghanistan and the UN system as a whole to maximize the impact of its development efforts on the ground.

Organizational context:

UNDP is committed to augmenting the capacity of the Government of the Islamic Republic of Afghanistan's (GIROA) to administer rule of law and improve security for all Afghan citizens. As the lead rule of law institution in the country, improving the ability of the Ministry of Interior Affairs (MOIA) to fulfill its mandate remains critical to the overall stability of Afghanistan and its people. As the UN's primary development agency, and a longstanding development partner to GIROA's rule of law and security sector, UNDP Afghanistan plays a leading role in facilitating reform and development of MOIA. The Principle objectives of the MOIA & Police Development (MPD) project are to (1) improve MOIA's ability to lead and manage reform, (2) ensure efficiency improvements in key police service functions and (3) improve public confidence in the police force through accountability and democratic policing standards and approaches. These objectives are programmed under two components of the MPD

⁶ Workforce analysis in this context should also be taken to mean functional review or organizational review.

project, Institutional Development and Police Professionalization.

The MPD project utilizes global expertise from within the UN system, private sector firms as well as newly established South-South Cooperation Frameworks in order to deliver highly contextual and relevant advisory support. It works through three principle programming streams – legal/policy, institutional and individual capacity building in order to foster systemic and lasting change. The project also works in close collaboration with strategic partners, including the United Nations Assistance Mission in Afghanistan (UNAMA), the North Atlantic Treaty Organization (NATO), European Union Police (EUPOL) and German Police Project Team (GPPT), in order to deliver on these common objectives.

An Overview of Civilianization within the Afghan Ministry of Interior Affairs (MOIA)

The human resources gap severely delays the reform and development agenda of MOIA. Therefore, a core feature and priority of MOIA's reform strategy rests upon the concept of "civilianization". Civilianization, within the context of MOIA, is understood as the transfer of key functions and duties from uniform personnel (or "sworn officers") to civilian staff (or "non-sworn officers") in a manner that maximizes the utility of Afghanistan's civil and uniformed services, respectively. Its objective is to improve the organizational effectiveness and sustainability of the Ministry and the Afghan National Police through an integrated and cross-functional civilian and uniformed workforce. In order to achieve this, MOIA recognizes that this process will result in the reduction of uniformed personnel carrying out non-policing functions and an increase in its civilian staffing structure or *tashkil*.

Premised upon the MOIA Strategic Plan (Goal 4 – To Improve professionalism and civilianization in the Ministry of Interior, provide quality security services to the public and strengthen public trust toward the police) and Presidential Decree No. 167 on the MOIA *tashkil*, the civilianization process aims to increase core capacities within MOIA by replacing uniformed personnel with qualified civilian staff in core common functional areas, which will be identified through an objective and strategic workforce analysis.

–After completion of this process, police professionals will be able to focus on executing core security and rule of law functions, while civilian staff will provide high quality corporate support functions to better enable the Afghan National Police (ANP) to carry out its role in delivering public service to Afghan citizens.

The principle framework for civilianization at Afghanistan's security institutions is in the 2012 Chicago Summit Declaration on Afghanistan. The Declaration states the following: "With the support of ISAF nations, Afghanistan is committed to developing an Afghanistan National Security Forces (ANSF) which is governed by the Constitution and is capable of providing security to all Afghans. It will operate under effective civilian leadership, in accordance with the rule of law, and respect of human rights."⁷

In 2011, the United Nations Development Programme (UNDP), through its Law & Order Trust Fund for Afghanistan (LOTFA), started providing technical assistance to MoIA through advisors to different departments of MoIA through a Letter of Agreement (LoA).⁸ However, because the pay scale of these advisors was not harmonized with national pay scales, the Government of Afghanistan, with support from members of the international community, decided to bring them under one system, referred to as the National Technical System (NTA). This new system was implemented in MoIA by UNDP in the start of

⁷Chicago Summit Declaration. NATO, 2012. Available online at: http://www.nato.int/cps/en/natolive/official_texts_87595.htm

⁸ Office of the Minister, Office of DM Support, Office of DM Policy and Strategy, Office of DM Security, General for Procurement, Communication and Public Relations Office, General Directorate for Gender, General Directorate for Facilities.

2013. These advisors, who were provided in addition to (versus in replace of) the existing uniformed personnel, were paid through LOTFA from donor funds until March 2016, when the project ended.

The first effort to develop a dedicated civilianization plan for MOIA was in 1392 (2013) by the MOIA, which was a result of Afghanistan's commitment towards improving institutional governance and leadership. The process began with the formation of an internal MOIA committee to review and assess the police's workforce structure and identify potential positions to civilianize. The committee's seven members developed a civilianization plan that proposed to civilianize a total of 2,238 police positions in three stages.⁹ It was a bottom-up approach and only from Grade 4 (low ranking positions) and lower positions were targeted. To date, this plan has not been implemented.

H.E. President of the Islamic Republic of Afghanistan outlined in his letter dated 24 April 2015 to LOTFA Donors on MOIA Reform and LOTFA Transition that his number one priority is institutional reform, including the recruitment of highly qualified civilians in the areas of human resource management, budgeting and financial management, payroll management, procurement, infrastructure and facilities management, medical services, ICT, planning and M&E, donor coordination, internal auditing and logistical roles. To move this priority forward, the President issued Decree 167 approving 66 positions to be civilianized, all of those positions were management positions (Grade 1-3), which include 34 positions for Provincial Deputy Chief Police Commanders.

In May 2016, MOIA submitted an official proposal to international donors requesting an additional 125 civilian positions, which are currently under recruitment. These civilians, it was argued, would provide services in middle to junior-level posts in directorates and departments within MOIA where civilian capacities could be effectively utilized.¹⁰ These posts would also bolster the existing civilian capacities (i.e., 66 positions that came through the Presidential Decree in 2015).

Despite these efforts to recruit additional technical skill sets into the MOIA, attempts at civilianization have lacked an objective evidence base that systematically outlines the Ministry's human resource requirements in order for it to meet its strategic objectives, thereby rendering previous efforts as ad hoc and short-sighted. In December 2016, the international donors, partners and MOIA jointly agreed to develop and implement a "Civilianization Roadmap", which will outline a comprehensive approach on how the Ministry will carry out the civilianization agenda. Also in late 2016, a new Presidential Decree was issued authorizing the complete civilianization of the Deputy Minister position for Support.

Objective of the assignment:

In light of the MOIA Civilianization Roadmap, and the international community's support to its implementation, the main objective of this consultancy is to conduct an objective and strategic workforce analysis across the MOIA with the aim of:

1. Improving MOIA's organizational design, including the management structure, to improve efficiency, accountability and effectiveness of services rendered, and redundancy of data to ensure smooth and transparent work-flow

⁹ "Civilianization within the MOIA" Oxus Report. 2015.

¹⁰Office benefited from 125 civilians' proposal: i.e. Minister's Office, GD Personnel, Office of Inspector General, DM-Security Office, GD ICT, DM-Admin Office, HR Directorate, DM-Support Office, GD Finance & Budget, GD Health, Facilities Directorate, DM-Policy & Strategy Office, GD Planning, Policy & Research, GD Monitoring & Evaluation, GD International Cooperation and Provincial Coordination Office

2. Analysing and identifying the human resources needs/skill sets MOIA requires to improve the ministry's corporate support functions to police operations, enabling MOIA to better deliver upon its strategic plans and priorities,
3. Codifying mandates for each organizational unit (where missing) in order to detail and clarify roles/responsibilities for each unit;
4. Developing a complete list of positions that are recommended for transfer from the ANP *tashkil* to the civilian *tashkil* inclusive of titles, grades, job descriptions/terms of reference,; and
5. Proposing transition mechanisms to facilitate the smooth transfer of some duties from uniformed personnel to civilian staff.

C. SCOPE OF SERVICES, EXPECTED OUTPUTS AND TARGET COMPLETION

This Request for Proposals is intended to facilitate the hiring of contractual consultancy services to conduct a work force analysis for the Ministry of Interior Affairs (MOIA) of Afghanistan, which will establish the evidence base for MOIA's broader human resource reform agenda as outlined in the Civilianization Roadmap. The civilianization process aims to increase core capacities within MOIA by replacing uniformed personnel with qualified civilian staff in core common functional areas, which will be identified through this workforce analysis. The process will serve two interconnecting purposes: 1) enable police professionals to focus on executing core policing and rule of law functions; and 2) ensure better and quality support services to police operations, thereby improving service delivery to Afghan citizens.

The work force analysis will be completed in four (4) phases, at national and sub national levels:

- National level: Minister's Office, Deputy Minister for Support office and Deputy Minister for Policy and Strategy and Deputy Minister for Administration and their Directorates
- Sub national level: a sample of sub- units of the above mentioned offices in zonal, provincial and district-levels and police stations

For sampling purposes, at least three (3) zonal commandments, six (6) provinces (2 from each level), six (6) districts (2 from each level), and (3) police stations from different levels (within the Urban areas) will be reviewed during the contract period.

Where progress has already been made by MOIA's Deputy Ministries to undertake steps to complete the workforce analysis, the firm will build upon this progress to review, validate and offer any further recommendations, where applicable, to meet the strategic objectives of the assignment.

All the data should be stored on a cloud and updates be regularly shared through weekly meetings and upon completion of deliverables/milestones.

1. Phase 1 (2 months): Inception & Scoping Phase

The Contractor shall:

- Conduct a comprehensive study of all services rendered under the mandate of Ministry of Interior Affairs (MOIA), Afghan National Police (ANP) and Central Police Directorate (CPD);

- Review MOIA's corporate/support service functions in order to gain a preliminary understanding where technical civilian capacities may be best suited;
- Conduct a desk review of the MOIA strategic documents; i.e. 10-year vision, 5-year strategy, 3-year strategic plan and 4-year development plan, Civilianization Roadmap, relevant presidential decrees, in order to understand the organizational direction of MOIA;
- Do an environmental scan of internal and external factors that may impact upon MOIA's HR/civilianization reform agenda including minority and gender-balance considerations;
- Do a legal and policy review of Afghan legislative, policy and procedural documents in order to identify and draft revisions/changes to these documents, if any, ensuring the smooth implementation of the civilianization process e.g. Police Inherent Law, Police Law, Civil Service Law, ANP recruitment policy, Cadre and Policy etc.
- Conduct capacity assessment/diagnostic of MoIA's Human Resources Directorate (including the use of technology and existing processes) to improve MOIA's ability to manage and administer the HR cycle in an independent, transparent and accountable manner.
- Identify mechanisms / options for transitioning uniformed staff in posts to be filled by civilians (e.g. redeployment within MoIA or to other security institutions, retirement/pension, reservists, job matching, vocational training programs, demobilization schemes, etc.)
- Conduct a financial analysis and costing for civilianization (value for money analysis / business case for civilianization, establish a cost breakdown for uniformed versus civilian staff, etc.)
- A stakeholder engagement and communications strategy that includes the production and implementation of communication material and sponsorship strategies

2. Phase 2 (2 months): Workforce analysis for the Deputy Ministry for Support + Report on Capacity Development Plan for MOIA's HR Directorate:

Based on the study undertaken in Phase 1, The contractor shall conduct a work force analysis of the following directorates under the Deputy Ministry for Support of MoIA and their sub-national offices at zonal, provincial and district levels:

- a) General Directorate of Logistics
- b) General Directorate of Procurement
- c) General Directorate of Finance and Budgeting
- d) General Directorate of Health
- e) Facilities Directorate
- f) Systems Development / ICT Directorate
- g) Office of Deputy Minister for Support

The approximate number of staff for the workforce analysis in the above departments would be around 2500 both on central and sub-national level.

a) The workforce analysis will include:

- Reviewing the current structure and staffing of the above-mentioned Departments/directorates against their expected mandates/functions, accounting for the ministry's current and forecasted needs;
- Establishing a complete legal/policy review to ensure compliance with national legal and policy documents that regulate the specific areas under the specified Deputy Ministry (i.e. compliance

- with national laws and policies on finance, procurement, ICT, etc).
- Doing an environmental scan and its implications/risks for HR reform/civilianization within the specific Deputy Ministry for this phase;
- Determining the skill sets required for positions within targeted departments with recommendations on which positions/functions are best carried out by civilian or uniformed personnel, respectively;
- Conducting a detailed cost breakdown for the recruitment and retention of new, to-be recruited positions.
- *Establishing Transition schemes:* The contractor shall propose, design and cost out mechanisms / options for transitioning uniformed staff for the targeted Deputy Ministry (e.g., redeployment within MoIA, the Ministry of Defense or National Directorate for Security, retirement/pension, reservists, job matching, vocational training programs, demobilization, etc);

b) Capacity development plan for MOIA's HR functions:

The contractor shall develop a capacity building plan and recommendations to ensure MOIA's HR directorate can steadily manage and administer the HR cycle in an independent, transparent and accountable manner including technology and documents management solutions.

3. Phase 3 (2 months): Workforce Analysis for the Deputy Ministry for Policy & Strategy and Office of the Minister + Report on Improving Uniform-Civilian Integration

Based on the study undertaken in Phase 1, the contractor will conduct a work force analysis of the following directorates under the Office of the Minister and the Deputy Minister for Policy and Strategy, as well as their sub-national offices at zonal, provincial and districts levels:

- a) Office of Inspector General
- b) General Directorate of Personnel Affairs
 - i. Martyrs and disabled Department
- c) Office of the Minister
 - ii. Human Rights, Women and Children Rights Directorate
 - iii. Community Policing
 - iv. Foreign Relations Directorate
 - v. Media and Public Relations Department
- d) Legal Affairs Directorate
- e) General Directorate of Policy
- f) General Directorate of Strategy
- g) General Directorate of International Cooperation
- h) General Directorate of Monitoring and Evaluation

The approximate number of staff for the workforce analysis in the above departments would be around 1,300 both on central and sub-national level.

a) The workforce analysis will include:

- Reviewing the current structure and staffing of the above-mentioned Departments/directorates against their expected mandates/functions, accounting for the ministry's current and forecasted needs;
- *Establishing a complete legal/policy review* to ensure compliance with national legal and policy documents that regulate the specific areas under the specified Deputy Ministry;

- Conducting an environmental scan and establishing its implications/risks for HR reform/civilianization within the specific Deputy Ministry for this phase;
- Determining the skill sets required for positions within target departments with recommendation on which positions/functions are best carried out by civilian or uniformed personnel, respectively;
- Establishing a detailed cost breakdown for the recruitment and retention of new, to-be recruited positions.
- *Establishing Transition schemes:* The contractor shall propose, design and cost out mechanisms / options for transitioning uniformed staff for the targeted Deputy Ministry (e.g. redeployment within MoIA, the Ministry of Defense or the National Directorate for Security, retirement/pension, reservists, job matching, vocational training programs, demobilization, etc)

b) Uniform-civilian integration:

- The contractor shall propose and develop measures to improve and harmonise the workplace relations and functionality between uniform and civilian staff and provide recommendations for other relevant measures identified based on the consultants' analysis and expertise.

(1) Phase 4 (2 months): Workforce analysis for the Deputy Ministry for Administration + Reporting on Improving Retention of Civilian Staff

Based on the study undertaken in Phase 1, the contractor will conduct a work force analysis of the following directorates under the Deputy Minister for Administration, as well as their sub-national offices at the zonal, provincial and districts levels:

- a) Training and Education Command
 - i. Staff College (Higher Education Institute)
 - ii. Police Academy
 - iii. Regional training centers
- b) Disaster Management and Fire fighting force
- c) Passport Department,
- d) General Directorate of ID Card (Tazkira)
- e) Human Resources Department,
- f) Force Management Department
- g) General Directorate for Recruitment
- h) Office of Deputy Minister for Administration

The approximate number of staff for the workforce analysis in the above departments would be around 3,000 both on central and sub-national level.

a) The workforce analysis will include:

- Reviewing the current structure and staffing of the above-mentioned Departments/directorates against their expected mandates/functions, accounting for the ministry's current and forecasted needs;
- Reviewing a complete legal/policy to ensure compliance with national legal and policy documents that regulate the specific areas under the specified Deputy Ministry;
- Conducting an environmental scan and its implications/risks for HR reform/civilianization within the specific Deputy Ministry for this phase;
- Determining the skill sets required for positions within target departments with recommendations

- on which positions/functions are best carried out by civilian or uniformed personnel, respectively;
- Formulating a detailed cost breakdown for the recruitment and retention of new, to-be recruited positions.
 - *Establishing Transition schemes:* The contractor shall propose, design and cost mechanism / options for transitioning uniformed staff for the targeted Deputy Ministry (e.g. redeployment within MoIA, the Ministry of Defense or the National Directorate for Security, retirement/pension, reservists, job matching, vocational training programs, demobilization, etc.);
- b) *Retention & Career Development of Civilian staff:*** *The contractor shall* review and propose efforts to improve the retention, performance and career development of civilian staff.
- c) *Final report:*** The final report will document a summary of work completed, key lessons learned, good practices, recommendations and next steps for support HR reform / civilianization within the MOIA. A final list of all products delivered in the assignment will be annexed and organized on MOIA's SharePoint system / electronic filing system.

D. DELIVERABLES OF THE CONTRACTOR AND SCHEDULE OF PAYMENTS

| <i>Deliverables/Outputs</i> | <i>Inputs</i> | <i>Payments</i> |
|---|---|------------------------|
| <p>Phase 1, Report of the following</p> <p>1. Inception:</p> <ul style="list-style-type: none"> • Understanding of the assignment; • Proposed methodology for undertaking the exercise; • Detailed workplan for the assignment including milestones, deliverables and challenges; • Risk and assumptions; <p>2. Scoping:</p> <ul style="list-style-type: none"> • Key findings and of recommendations to improve MOIA/ANP support services through HR reform/civilianization; • In consultation with MOIA, articulate the “vision” for change; • Doing an Environmental scan: implications, risks and assumptions. • Establishing a business case/value for money analysis on the financial implications/sustainability for civilianization for MOIA; • Coming up with Key findings on the literature review of the Afghan legislative and policy documents and recommended improvements/revisions; • Proposing a tool/matrix to carry out the HR diagnostic and capacity assessment and preliminary findings; and • Identifying mechanisms and options for transitioning uniformed staff including costing and implementation modalities. • Proposing sets of “accompanying measures” / change management approaches to facilitate the implementation of the civilianization process. • A stakeholder engagement and communications strategy that includes the production and implementation of communication material and sponsorship strategies. <p>All reports should be drafted in English and translated into Pashto and Dari</p> | <p>44 working days by contractor team</p> | <p>25%</p> |

| | | |
|--|---|-------------------|
| <p>Phase 2 Report: Deputy Minister Support:</p> <p>Reports will contain:</p> <ol style="list-style-type: none"> 1 Legal & Policy Scan (specific to this phase): including gaps and contradictions as well as draft text for mitigating them; 2 Environmental scan (specific to the phase): Risks and implications 3 Key findings for the workforce analysis including: <ul style="list-style-type: none"> • Current and projected demand/workload on each of the organizational units under this phase; • Current and projected skills/competencies to meet this demand; • Gaps, duplications and organizational design issues that could impede organizational functionality/performance; 4 Recommendations should include: <ul style="list-style-type: none"> • Improvements in organizational design/structure; • A complete list of positions that are recommended for transfer from the ANP <i>tashkil</i> to the civilian <i>tashkil</i> inclusive of titles, grades, job descriptions/terms of reference; • (Re)drafting of mandates for each of the organizational units/departments, where required; 5 <i>Recruitment & Transition planning</i>: developing an integrated plan that captures timelines, resources, roles/responsibilities, etc for the recruitment of new civilian positions as well as the transition of existing uniformed positions. 6 <i>Capacity development plan for MOIA's HR functions</i>: The contractor shall develop a comprehensive set of recommendations and a capacity building plan to ensure that MOIA's HR directorate can steadily manage and administer the HR cycle in an independent, transparent and accountable manner. <p>All reports and other documents (Mandates, ToR etc.) can drafted in English and translated into Pashto and Dari</p> | <p>44 working days by contractor team</p> | <p>25%</p> |
| <p>Phase 3 Report : (Minister and DM Policy and Strategy)</p> <p>It should cover the following:</p> <ol style="list-style-type: none"> 1. A Legal & Policy Scan(specific to this phase): including gaps and contradictions as well as draft text for mitigating them; 2. An environmental scan (specific to this phase): Risks and implications 3. Key findings for the workforce analysis including: <ul style="list-style-type: none"> • Current and projected demand/workload on each of the | <p>44 working days by contractor team</p> | <p>25%</p> |

| | | |
|---|---|-------------------|
| <ul style="list-style-type: none"> organizational units under this phase; Current and projected skills/ability to meet demand; Gaps, duplications and organizational design issues that impede organizational functionality/performance. <p>4. Recommendations should:</p> <ul style="list-style-type: none"> Include improvements in organizational design/structure; Include a complete list of positions that are recommended for transfer from the ANP <i>taskhil</i> to the civilian <i>taskhil</i> inclusive of titles, grades, job descriptions/terms of reference; Emphasis (Re) drafting of mandates for each of the organizational units/departments, where required. <p>5. Recruitment & Transition planning: The contractor shall develop an integrated plan that captures timelines, resources, roles/responsibilities, etc. for the recruitment of new civilian positions as well as the transition of existing uniformed positions.</p> <p>6. Uniformed – Civilian Integration: The contractor shall develop and propose measures to improve the workplace relations and functionality between uniform and civilian staff.</p> <p>All reports and other documents (Mandates, ToR etc.) can drafted in English and translated into Pashto and Dari</p> | | |
| <p>Phase 4: (DM Administration)</p> <p>Should Cover the following:</p> <ol style="list-style-type: none"> Legal & Policy Scan (specific to this phase): including gaps and contradictions as well as draft text for mitigating them; Environmental scan (specific to this phase): Risks and implications Key findings for the workforce analysis including: <ul style="list-style-type: none"> Current and projected demand/workload on each of the organizational units under this phase; Current and projected skills/ability to meet demand; Gaps, duplications and organizational design issues that impede organizational functionality/performance. Recommendations should: <ul style="list-style-type: none"> Include improvements in organizational design/structure; Include a complete list of positions that are recommended for transfer from the ANP <i>tashkil</i> to the civilian <i>tashkil</i> inclusive of titles, grades, job descriptions/terms of reference; Emphasis (Re) drafting of mandates for each of the organizational units/departments, where required. | <p>44 working days by contractor team</p> | <p>25%</p> |

| | | |
|--|---|-------------|
| <p>5. Retention & Career Development of Civilian staff: reviewing of and proposing efforts to improve the retention, performance and career development of civilian staff.</p> <p>6. Recruitment & Transition planning: developing an integrated plan that captures timelines, resources, roles/responsibilities, etc for the recruitment of new civilian positions as well as the transition of existing uniformed positions.</p> <p>Final report along with other documents in English, Pashto and Dari</p> | | |
| Total | 176 working days by contractor teams | 100% |

E. INSTITUTIONAL ARRANGEMENT

The contractor shall work under direct supervision of Chief Technical Advisor – Institutional Development of MPD Project. The contractor shall work in close collaboration with MPD staff under the Institutional Development Component and will liaise with relevant ministerial authorities as and when required. The contractor shall also coordinate the work with MoIA through the Civilianization Working Group on a regular basis to keep them abreast and ask for any support, when needed.

The MPD project office will ensure only office space is provided to the contractor either on MPD or MOIA premises, or a combination thereof. The firm shall be responsible for sourcing its own internet, printing, stationary, security, logistics, translation, administration and other office operating costs.

F. DURATION OF THE WORK

The performance under the contract shall take place over total contract duration of 8 months (176 days).

G. LOCATION OF WORK

The duty station for the contractor is Kabul, Afghanistan for the entire duration of the contract. Some field visits outside Kabul are envisaged under the contract. The Contractor will be required to report regularly and be present at MPD project office during the working hours. The contractor will follow the working hours and weekends as applicable to MPD staff. Contractor's movement for meetings and consultations shall be coordinated by MPD project office. The contractor will be required to observe UNDP security rules and regulations in UN premises.

H. QUALIFICATIONS OF THE SUCCESSFUL SERVICE PROVIDER AT VARIOUS LEVELS

The prospective contractor should be a company hold a valid business registration/license; having a minimum experience of 15 years in the consulting field, and at least 15 years of work experience in the field of workforce analysis and restructuring. Experience in a police or military context is a distinct asset. The company should also have experience of working in conflict countries and countries undergoing public administration reforms; have extensive knowledge of similar political and cultural landscape. It should be committed to upholding UNDP core values.

The qualification requirements of professional staff of the contractor and their roles are as given below:

| Position | General Qualifications and Experience |
|--|---|
| Key Professional Staff | |
| Team Leader | <p>Academic Qualifications: Master's degree in Business/Public Administration, Human Resources Management, Institutional Development or any other relevant field from an accredited college or university. An advanced degree in Business/Public Administration, HR or similar is preferred with a combination of academic and technical experience.</p> <p>Years of experience:</p> <ul style="list-style-type: none"> • A minimum of 15 years relevant work experience in the area of strategic human resource management, HR reform, talent management or related field. • At least 10 years of experience in managing large teams and/or projects. • Previous experience in public sector reform. Previous work experience in security / rule of law institutions is desirable. • Past experience of working in conflict affected countries is desirable. • Prior work experience in Afghanistan is an advantage. <p>Language:</p> <ul style="list-style-type: none"> • Excellent written and oral English skills a necessary requirement |
| Key international expert (Organizational Design Specialist) | <p>Academic Qualifications: Masters degree in Public Administration, Business Administration, Human Resource Management, Institutional development or other relevant field from an accredited college or university. An advanced degree in Business Administration, Human Resources or similar is preferred with a combination of academic and technical experience.</p> <p>Years of experience:</p> <ul style="list-style-type: none"> • A minimum of 10 years' relevant work experience in the area of organizational design, organizational effectiveness and reform/restructuring is required. • At least 7 years of previous experience directly working on public sector restructuring/redesign is mandatory. Previous work experience with security/rule of law institutions is a distinct advantage. |

| Position | General Qualifications and Experience |
|---|--|
| | <ul style="list-style-type: none"> • At least 3 years of prior experience with corporate service / support functions (i.e., finance, logistics, ICT, HR, procurement) is required. • Past experience from working in conflict affected countries desirable. • Prior work experience in Afghanistan is an advantage. <p>Language:</p> <ul style="list-style-type: none"> • Excellent written and oral English skills a necessary requirement |
| Key international expert (HR Specialist Development Expert) | <p>Academic Qualifications: Masters degree in Public Administration, Business Administration, Human Resource Management or other relevant field from an accredited college or university. An advanced degree in Business Administration, Human Resources or similar is preferred with a combination of academic and technical experience.</p> <p>Years of experience:</p> <ul style="list-style-type: none"> • A minimum of 10 years of relevant work experience in the area of human resource management, reform and/or development. • At least 7 years of previous experience directly working on HR management, job re-profiling and/or change management in public sector institutions is required. Previous work experience with security/rule of law institutions is a distinct advantage. • At least 2 years' experience in managing medium to large sized HR departments across multi-functional teams – ideally within the public or security sector • Past experience from working in conflict affected countries desirable • Prior work experience in Afghanistan is an advantage <p>Competencies:</p> <p>Language:</p> <ul style="list-style-type: none"> • Excellent written and oral English skills a necessary requirement |
| Key international expert (Policy and Legal Specialist) | <p>Academic Qualifications: Masters degree in legal studies or any other disciplines relevant to Public Policy, or other relevant field from an accredited college or university. An advanced degree in Public Policy or legal studies or similar is preferred with a combination of academic and technical experience.</p> <p>Years of experience:</p> <ul style="list-style-type: none"> • A minimum of 10 years relevant work experience in the area of Public Policy or Legal affairs. • Previous experience working with government on their institutional capacity building is a distinct advantage • Past experience from working in conflict affected countries desirable • Prior work experience in Afghanistan is an advantage • Familiarity with the Afghan legal landscape is an advantage. <p>Language:</p> |

| Position | General Qualifications and Experience |
|---|---|
| | <ul style="list-style-type: none"> Excellent written and oral English skills a necessary requirement |
| Key National Expert (Coordination Specialist) | <p>Academic Qualifications: Master's degree in Business Administration, Communication or other relevant field from an accredited college or university. An advanced degree in Business Administration, Systems Analysis or similar is preferred with a combination of academic and technical experience.</p> <p>Years of experience:</p> <ul style="list-style-type: none"> A minimum of 7 years relevant work experience in the area of Coordination. Previous experience working with government on their institutional capacity building is a distinct advantage Past experience from working in conflict affected countries desirable Prior work experience in Afghanistan is a must. <p>Language:</p> <ul style="list-style-type: none"> Excellent written and oral English skills a necessary requirement Competence in written and oral Dari and/or Pashtu is a necessary requirement |
| Key National Expert (Organizational Design Specialist) | <p>Academic Qualifications: Master's degree in Business Administration, Human Resources Management or other relevant field from an accredited college or university. An advanced degree in Business Administration, Human Resources Management or similar is preferred with a combination of academic and technical experience.</p> <p>Years of experience:</p> <ul style="list-style-type: none"> A minimum of 7 years' relevant work experience in the area of Human Resources / Restructuring or Reform. Previous experience working with government on their institutional capacity building or organizational behavior is a distinct advantage Past experience from working in conflict affected countries desirable Prior work experience in Afghanistan is a must. <p>Competencies:</p> <p>Language:</p> <ul style="list-style-type: none"> Excellent written and oral English skills a necessary requirement Competence in written and oral Dari and/or Pashtu is a necessary requirement <p>Corporate Competencies:</p> <ul style="list-style-type: none"> Demonstrates integrity by modeling the UN's values and ethical standards Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability Treats all people fairly without favoritism |
| Key National Expert (HR Specialist) | <p>Academic Qualifications: Masters degree in Business Administration, Human Resources or other relevant field from an accredited college or university. An advanced degree in Business</p> |

| Position | General Qualifications and Experience |
|---|---|
| Development Expert) | <p>Administration, Human Resources or similar is preferred with a combination of academic and technical experience.</p> <p><u>Years of experience:</u></p> <ul style="list-style-type: none"> • A minimum of 7 years relevant work experience in the area of Capacity Development, Organizational Reform or Development. • Previous experience working with government on their institutional capacity building is a distinct advantage • Past experience from working in conflict affected countries desirable • Prior work experience in Afghanistan is a must. <p><u>Language:</u></p> <ul style="list-style-type: none"> • Excellent written and oral English skills a necessary requirement • Competence in written and oral Dari and/or Pashtu is a necessary requirement |
| Key National Expert (Policy and Legal Specialist) | <p><u>Academic Qualifications:</u></p> <p>Masters degree in Legal studies or any other disciplines relevant to Public Policy, or other relevant field from an accredited college or university. An advanced degree in Public Policy or Legal or similar is preferred with a combination of academic and technical experience.</p> <p><u>Years of experience:</u></p> <ul style="list-style-type: none"> • A minimum of 7 years relevant work experience in the area of Public Policy or Legal affairs. • Previous experience working with government on their institutional capacity building is a distinct advantage • Past experience from working in conflict affected countries desirable • Prior work experience in Afghanistan is a must. <p><u>Language:</u></p> <ul style="list-style-type: none"> • Excellent written and oral English skills a necessary requirement • Competence in written and oral Dari and/or Pashtu is a necessary requirement |

I. PRICE PROPOSAL AND SCHEDULE OF PAYMENTS

The contractor shall submit a price proposal as below:

1. Daily Fee – The contractor shall propose a daily fee for each team member which should be inclusive of professional fees, local communication costs and insurance (inclusive of medical evacuation) and the number of working days for each team member.
2. Travel & Visa – The contractor shall propose an estimated lump sum for home-Kabul-home travel and Afghanistan visa expenses for international team members.

The total contract price, inclusive of the above elements, shall be converted into a lump sum contract and payments under the contract shall be made on submission and acceptance of deliverables under the contract in accordance with the above mentioned schedule of payment.

J. EVALUATION METHOD AND CRITERIA

Combined Scoring method – where the qualifications and methodology will be weighted a maximum of 70%, and combined with the price offer which will be weighted a maximum of 30%;

K. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

Please refer to the DS 26 of the proposal data sheet of the RFP

L. ANNEXES TO THE TOR

Annex I: Ministry of Interior Affairs, Civilianization Roadmap

Annex II: Ministry of Interior Affairs, 5years' strategy

Annex III: Ministry of Interior Affairs, 3 years strategic Plan

Reference to the 10-year vision of MoIA (<http://moi.gov.af/en/page/5718/5729>)

Section 4: Proposal Submission Form¹¹

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for *Provision of Socio-Economic Survey on Monitoring and Evaluation of Alternative Development Projects in Afghanistan* in accordance with your Request for Proposal dated 12/19/2016 and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that :

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for 90 days.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

¹¹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form¹²

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

| | | |
|--|---------------------------------|---------------------------------------|
| 1. Proposer's Legal Name <i>[insert Proposer's legal name]</i> | | |
| 2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i> | | |
| 3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i> | | |
| 4. Year of Registration: <i>[insert Proposer's year of registration]</i> | | |
| 5. Countries of Operation | 6. No. of staff in each Country | 7. Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i> | | |
| 9. Value and Description of Top three (3) Biggest Contract for the past five (5) years | | |
| 10. Latest Credit Rating (if any) | | |
| 11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. | | |
| 12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i> | | |
| 13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO | | |
| 14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law. | | |

¹² The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)¹³

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

| | | |
|--|---------------------------------|---------------------------------------|
| 1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i> | | |
| 2. JV's Party legal name: <i>[insert JV's Party legal name]</i> | | |
| 3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i> | | |
| 4. Year of Registration: <i>[insert Party's year of registration]</i> | | |
| 5. Countries of Operation | 6. No. of staff in each Country | 7. Years of Operation in each Country |
| 8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i> | | |
| 9. Value and Description of Top three (3) Biggest Contract for the past five (5) years | | |
| 10. Latest Credit Rating (if any) | | |
| 1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved. | | |
| 13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i> | | |
| 14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law. | | |

¹³ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

Provision of Socio-Economic Survey on Monitoring and Evaluation of Alternative Development Projects in Afghanistan

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

| | |
|---|--|
| Name of Proposing Organization / Firm: | |
| Country of Registration: | |
| Name of Contact Person for this Proposal: | |
| Address: | |
| Phone / Fax: | |
| Email: | |

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

| Name of project | Client | Contract Value | Period of activity | Types of activities undertaken | Status or Date Completed | References Contact Details (Name, Phone, Email) |
|-----------------|--------|----------------|--------------------|--------------------------------|--------------------------|---|
| | | | | | | |
| | | | | | | |

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

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

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

| | | |
|---|--|--|
| Name: | | |
| Position for this Contract: | | |
| Nationality: | | |
| Contact information: | | |
| Countries of Work Experience: | | |
| Language Skills: | | |
| Educational and other Qualifications: | | |
| Summary of Experience: <i>Highlight experience in the region and on similar projects.</i> | | |
| Relevant Experience (From most recent): | | |
| Period: From – To | Name of activity/ Project/ funding organisation, if applicable: | Job Title and Activities undertaken/Description of actual role performed: |
| <i>e.g. June 2004-January 2005</i> | | |
| <i>Etc.</i> | | |
| <i>Etc.</i> | | |
| References no.1 (minimum of 3): | <i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i> | |
| Reference no.2 | <i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i> | |
| Reference no.3 | <i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i> | |
| Declaration: I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement. <hr style="width: 50%; margin-left: 0;"/> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Signature of the Nominated Team Leader/Member Date Signed </div> | | |

Section 7: Financial Proposal Form¹⁴

The Proposer is required to prepare the Financial Proposal in a password protected PDF file separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. Cost Breakdown per Deliverables*

| SN | Deliverables | Percentage of Total Price (Weight for payment) | Price (Lump Sum, All Inclusive) |
|----|---|---|---------------------------------------|
| 1 | Deliverable 1: Inception Report & Scoping | 25% | |
| 2 | Deliverable 2: Reports in support to Deputy Minister | 25% | |
| 3 | Deliverable 3: Report for Minister and DM Policy and Strategy | 25% | |
| 4 | Deliverable 4: Reports for DM Administration, and Final report along with other documents in English, Pashto and Dari | 25% | |
| | Total | 100% | USD |

*Basis for payment tranches

B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

| Description of Activity | Remuneration per Unit of Time (e.g., day, | Total Period of Engagement | No. of Personnel | Total Rate for the Period |
|-------------------------|---|-------------------------------|------------------|------------------------------|
|-------------------------|---|-------------------------------|------------------|------------------------------|

¹⁴ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

| | | | | |
|-----------------------------------|--------------|--|--|--|
| | month, etc.) | | | |
| I. Personnel Services | | | | |
| 1. Services from Home Office | | | | |
| a. Expertise 1 | | | | |
| b. Expertise 2 | | | | |
| 2. Services from Field Offices | | | | |
| a. Expertise 1 | | | | |
| b. Expertise 2 | | | | |
| 3. Services from Overseas | | | | |
| a. Expertise 1 | | | | |
| b. Expertise 2 | | | | |
| | | | | |
| II. Out of Pocket Expenses | | | | |
| 1. Travel Costs | | | | |
| 2. Daily Allowance | | | | |
| 3. Communications | | | | |
| 4. Reproduction | | | | |
| 5. Equipment Lease | | | | |
| 6. Others | | | | |
| III. Other Related Costs | | | | |
| | | | | |
| | | | | |
| | | | | |

Section 8: FORM FOR PROPOSAL SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

NOT REQUIRED

Section 9: FORM FOR PERFORMANCE SECURITY¹⁵

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

NOT REQUIRED

¹⁵ If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer's Bank will issue shall use the contents of this template

Section 10: Form for Advanced Payment Guarantee¹⁶

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)

NOT ALLOWED

¹⁶ This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

Section 11: Long Term Agreement and Contract for Professional Services

THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

Date _____

Dear Sir/Madam,

Ref.: _____/_____/_____ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of _____ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as 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 Proposal [ref....., dated]
 - d) The UNDP Request for Proposal [ref....., dated.....]
- 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:

| <u>Name</u> | <u>Specialization</u> | <u>Nationality</u> | <u>Period of service</u> |
|-------------|-----------------------|--------------------|--------------------------|
|-------------|-----------------------|--------------------|--------------------------|

| | | | |
|------|-------|-------|-------|
| | | | |
| | | | |

- 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.

OPTION 1 (FIXED PRICE)

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:

| <u>MILESTONE</u> | <u>AMOUNT</u> | <u>TARGET DATE</u> |
|------------------|---------------|--------------------|
| Upon..... | | ../..../.... |
| | | ../..../.... |

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.

3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.

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

3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

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

4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

4.4 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.

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. Notifications

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

For the UNDP:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

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

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For [INSERT NAME OF THE COMPANY/ORGANIZATION]

Agreed and Accepted:

Signature _____

Name: _____

Title: _____

Date: _____



UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient ("Recipient") of such information shall:

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

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

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

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

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

purposes a controlled legal entity means:

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or

charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD 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.

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

23.0 SECURITY:

23.1 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.

23.2 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.

24.0 AUDITS AND INVESTIGATIONS:

24.1 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.

24.2 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.

25.0 ANTI-TERRORISM:

25.1 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.

26.0 AUTHORITY TO MODIFY:

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