

# **REQUEST FOR PROPOSAL**

**JOB CREATION IN NANGARHAR PROVINCE, PHASE 1** 

RFP Ref. No-UNDP/AFG/RFP/2018/0000002207

Project: SALAM Project

Country: Afghanistan

Issued on: 5 April 2018

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## Section 1. Letter of Invitation

#### RFP Ref: UNDP/AFG/RFP/2018/000002207 - Job Creation in Nangarhar Province, Phase 1

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 and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Terms of Reference

Section 6: Returnable Bidding Forms

- o Form A: Technical Proposal Submission Form
  - o Form B: Bidder Information Form
- o Form C: Joint Venture/Consortium/Association Information Form
- o Form D: Qualification Form
- o Form E: Format of Technical Proposal
- o Form F: Financial Proposal Submission Form
- o Form G: Financial Proposal Form

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

Please acknowledge receipt of this RFP by sending an email to <u>procurement.af@undp.org</u>, indicating whether you intend to submit a Proposal or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Approved by:

Title: Head of Supply Chain Management

Date: April 5, 2018

# **Section 2.** Instruction to Bidders

| A. GENERAL PROVISI                              | ONS |  |
|---|-----|--|
| 1. Introduction                                 | 1.1 | Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a>   |
|   | 1.2 | Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.  |
|   | 1.3 | As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website ( <a href="www.ungm.org">www.ungm.org</a> ). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.  |
| 2. Fraud & Corruption,<br>Gifts and Hospitality | 2.1 | UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/officeof audit andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/officeof audit andinvestigation.html#anti</a> |
|   | 2.2 | Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.   |
|   | 2.3 | In pursuance of this policy, UNDP  (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;  (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.   |
|   | 2.4 | All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a>  |
| 3. Eligibility                                  | 3.1 | A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.  |
|   | 3.2 | It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.  |

#### 4. Conflict of Interests

- 4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, 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:
  - a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by 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;
  - b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
  - c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
- 4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.
- 4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:
  - a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members 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
  - b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

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

4.4 The eligibility of Bidders 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, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.

#### **B. PREPARATION OF PROPOSALS**

# 5. General Considerations

- 5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP

# 6. Cost of Preparation of Proposal

6.1 The Bidder 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 not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

#### 7. Language

7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.

#### 8. Documents

8.1 The Proposal shall comprise of the following documents:

| Comprising the Proposal  | <ul> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Proposal;</li> <li>c) Financial Proposal;</li> <li>d) Proposal Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Proposal.</li> </ul>  |  |
|--|--|--|
| 9. Documents Establishing the Eligibility and Qualifications of the Bidder | The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.   |  |
| 10.Technical Proposal<br>Format and Content                                | 10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.  |  |
|  | 10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.   |  |
|  | 10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP   |  |
|  | 10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS. |  |
| 11. Financial Proposals  | 11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.  |  |
|  | 11.2 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.  |  |
|  | 11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.   |  |
| 12. Proposal Security  | 12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.   |  |
|  | 12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.  |  |
|  | 12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.   |  |
|  | 12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Proposal/Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.  |  |
|  | 12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:   |  |
|  | <ul> <li>a) If the Bidder withdraws its offer during the period of the Proposal Validity<br/>specified in the BDS, or;</li> </ul>  |  |

b) In the event that the successful Bidder fails: to sign the Contract after UNDP has issued an award; or 12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder. 13. Currencies 13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals: 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 UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above. 14. Joint Venture, 14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in Consortium or their Proposal that: (i) they have designated one party to act as a lead entity, Association duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted 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. 14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP. The lead entity and the member entities of the JV, Consortium or Association 14.3 shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal. 14.4 The description of the organization of the JV, Consortium or 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 JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP. 14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between: a) Those that were undertaken together by the JV, Consortium or Association; Those that were undertaken by the individual entities of the JV, Consortium or Association. 14.6 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 JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials. 14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not

|   | be available within one firm.  |   |
|---|--|---|
| 15. Only One Proposal                       | .1 The Bidder (including the individual members of any Joint Venture) shall su<br>only one Proposal, either in its own name or as part of a Joint Venture.   | ıbmit   |
|   | <ul> <li>Proposals submitted by two (2) or more Bidders shall all be rejected if the found to have any of the following:</li> <li>a) they have at least one controlling partner, director or sharehold common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy the other/s; or</li> <li>c) they have the same legal representative for purposes of this RFP; or</li> <li>d) they have a relationship with each other, directly or through common parties, that puts them in a position to have access to information about influence on the Proposal of, another Bidder regarding this RFP process</li> <li>e) they are subcontractors to each other's Proposal, or a subcontractor to Proposal also submits another Proposal under its name as lead Bidder;</li> <li>f) some key personnel proposed to be in the team of one Bidder participation in more than one Proposal received for this RFP process. This concretating to the personnel, does not apply to subcontractors being including the proposal.</li> </ul> | er in from third ut, or ss; o one or oates dition |
| 16. Proposal Validity<br>Period             | 1 Proposals shall remain valid for the period specified in the BDS, commencing the Deadline for Submission of Proposals. A Proposal valid for a shorter permay be rejected by UNDP and rendered non-responsive.  |   |
|   | During the Proposal validity period, the Bidder shall maintain its ori<br>Proposal without any change, including the availability of the Key Personne<br>proposed rates and the total price.   | _   |
| 17.Extension of Proposal<br>Validity Period | In exceptional circumstances, prior to the expiration of the proposal va<br>period, UNDP may request Bidders to extend the period of validity of<br>Proposals. The request and the responses shall be made in writing, and sha<br>considered integral to the Proposal.   | their   |
|   | If the Bidder agrees to extend the validity of its Proposal, it shall be done wit<br>any change in the original Proposal.  | hout  |
|   | The Bidder has the right to refuse to extend the validity of its Proposal, as which case, such Proposal will not be further evaluated.   | nd in   |
| 18. Clarification of Proposal               | 1 Bidders may request clarifications on any of the RFP documents no later the date indicated in the BDS. Any request for clarification must be sent in we in the manner indicated in the BDS. If inquiries are sent other than spec channel, even if they are sent to a UNDP staff member, UNDP shall have obligation to respond or confirm that the query was officially received.  | riting<br>cified                                  |
|   | .2 UNDP will provide the responses to clarifications through the method specin the BDS.  | cified  |
|   | UNDP shall endeavor to provide responses to clarifications in an expedi manner, but any delay in such response shall not cause an obligation on the of UNDP to extend the submission date of the Proposals, unless UNDP de that such an extension is justified and necessary.  | part  |
| 19. Amendment of Proposals                  | At any time prior to the deadline of Proposal submission, UNDP may for reason, such as in response to a clarification requested by a Bidder, modification requested by a Bidder, modification requested by a Bidder, modification to the RFP. Amendments will be recommendated to the RFP.   | y the   |

|   |      | available to all prospective bidders.  |
|---|------|--|
|   | 19.2 | If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.  |
| consid<br>submit<br>to the<br>offered<br>specifi<br>or just<br>contra |      | Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. 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.  If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal". |
|   |      | marked as "Main Proposal" and "Alternative Proposal"   |
| 21. Pre-Bid Conference  | 21.1 | When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.  |
| C. SUBMISSION AND   | OPEN | ing of proposals   |
| 22.Submission   | 22.1 | The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.   |
|   | 22.2 | The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.  |
|   | 22.3 | Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.   |
|   |      | Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:  |
|   |      | a) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.  |
|   |      | b) The Technical Proposal and the Financial 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 SHALL clearly indicate the name of the Bidder. The outer envelopes shall:  |
|   |      | i. Bear the name and address of the bidder;  |
|   |      | ii. Be addressed to UNDP as specified in the BDS   |
|   |      |  |

|   | iii. | Bear a warning that states "Not to be opened before the time and date for proposal opening" as specified in the BDS.  |
|---|------|---|
|   |      | If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.  |
|   | 22.5 | Email submission, if allowed or specified in the BDS, shall be governed as follows:   |
| Email Submission                                  |      | a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;   |
|   |      | b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.  |
|   |      | The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.   |
| eTendering submission                             |      | Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:   |
|   | ,    | a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;   |
|   |      | b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.   |
|   |      | d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected. |
|   | ,    | Documents which are required to be in original form (e.g. Proposal/Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.  |
|   |      | d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a>           |
| 23. Deadline for Submission of Proposals and Late |      | Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP   |
| Proposals   |      | UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.  |
| 24. Withdrawal,<br>Substitution, and              |      | A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.  |
| Modification of                                   |      | Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized  |

| Proposals   | representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"  |  |
|---|---|--|
|   | eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos. |  |
|   | 24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened  |  |
| 25. Proposal Opening                                  | There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.  |  |
| D. EVALUATION OF P                                    | ROPOSALS  |  |
| 26. Confidentiality                                   | 26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.   |  |
|   | 26.2 Any effort by a Bidder or anyone on behalf of the Bidder 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 and may be subject to the application of prevailing UNDP's vendor sanctions procedures.   |  |
| 27. Evaluation of Proposals                           | 27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.  |  |
|   | 27.2 Evaluation of proposals is made of the following steps:  a) Preliminary Examination  |  |
|   | <ul><li>b) Minimum Eligibility and Qualification (if pre-qualification is not done)</li><li>c) Evaluation of Technical Proposals</li><li>d) Evaluation of Financial Proposals</li></ul>   |  |
| 28. Preliminary<br>Examination                        | UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.   |  |
| 29. Evaluation of<br>Eligibility and<br>Qualification | 29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).   |  |
|   | <ul> <li>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</li> <li>a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> </ul>  |  |

- b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,
- c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required:
- d) They are able to comply fully with UNDP General Terms and Conditions of Contract;
- e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and
- f) They have a record of timely and satisfactory performance with their clients.

#### 30. Evaluation of Technical and Financial Proposals

- The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.
- 30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.
- 30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.
- 30.4 When the BDS 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:** 

**Combined Score** = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)

#### 31. Due Diligence

31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the

|   | following:  |
|---|---|
|   | <ul> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>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;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul> |
| 32. Clarification of Proposals                            | To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.  |
|   | 32.2 UNDP's request for clarification and the response shall be in writing and 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.   |
|   | 32.3 Any unsolicited clarification submitted by a Bidder 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.   |
| 33. Responsiveness of<br>Proposal                         | 33.1 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.   |
|   | 33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.   |
| 34. Nonconformities,<br>Reparable Errors and<br>Omissions | 34.1 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.   |
|   | 34.2 UNDP may request the Bidder 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 Bidder to comply with the request may result in the rejection of its Proposal.  |
|   | 34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:  |
|   | a) if there is a discrepancy between the unit price and the line item total that<br>is obtained by multiplying the unit price by the quantity, the unit price<br>shall prevail and the line item total shall be corrected, unless in the opinion<br>of UNDP there is an obvious misplacement of the decimal point in the unit<br>price; in which case the line item total as quoted shall govern and the unit<br>price shall be corrected;  |
|   | b) if there is an error in a total corresponding to the addition or subtraction   |

|   | 34.4 | 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.  If the Bidder does not accept the correction of errors made by UNDP, its Proposal                  |
|---|------|--|
|   |      | shall be rejected.   |
| E. AWARD OF CONTE   | RACT |  |
| 35. Right to Accept,<br>Reject, Any or All<br>Proposals                               | 35.1 | 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 Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.                       |
| 36. Award Criteria  | 36.1 | Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.  |
| 37. Debriefing  | 37.1 | In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed. |
| <b>Requirements at the</b> of services and/or goods, by up to a maximum twenty-five p |      | 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.   |
| 39. Contract Signature  | 39.1 | Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may 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 Second Ranked Bidder or call for new Proposals.                |
| 40. Contract Type and<br>General Terms and<br>Conditions                              | 40.1 | The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>  |
| 41. Performance Security  | 41.1 | 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at  |
|   |      | https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP DOCUMENT LIBRARY/Public/PSU Solicitation Performance%20Guarantee%20 Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.                |
| 42. Bank Guarantee for<br>Advanced Payment  | 42.1 | Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at          |

|                        |      | https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP<br>  |
|------------------------|------|--|
| 43. Liquidated Damages | 43.1 | If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.  |
| 44. Payment Provisions | 44.1 | Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.   |
| 45. Vendor Protest     | 45.1 | UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</a> |
| 46. Other Provisions   | 46.1 | In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.  UNDP is entitled to receive the same pricing offered by the same Contractor in   |
|                        |      | contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.  |
|                        | 46.3 | The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <a href="http://www.un.org/en/ga/search/view doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view doc.asp?symbol=ST/SGB/2006/15&amp;referer</a>  |

## Section 3. Bid Data Sheet

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

| BDS<br>No. | Ref. to<br>Section.2 | Data  | Specific Instructions / Requirements  |
|------------|----------------------|---|---|
| 1          | 7                    | Language of the<br>Proposal   | English   |
| 2          |                      | Submitting Proposals for<br>Parts or sub-parts of the<br>TOR (partial bids) | Not Allowed   |
| 3          | 20                   | Alternative Proposals   | Shall not be considered   |
| 4          | 21                   | Pre-proposal conference   | Will be Conducted Time: Kabul Local Time Date: April 18, 2018 10:00 AM Venue: UNDP Meeting Room, UNOCA Compound, Jalalabad Road, Kabul, Afghanistan  All interested proposers are encouraged to participate in the pre-proposal conference. The UNDP focal point for the arrangement is: Procurement Unit Telephone: +93728999766 E-mail: procurement.af@undp.org Bidders interested to attend the Pre-Proposal Conference Must Send the Following information to the above-mentioned E-mail address  **Before 12:00 PM on 17-April-2018** including Participant's Name, Nationality, National ID (Tazkira) or Passport Number, and Company Name.  The Subject of E-mail Should be:  **RFP Ref. No-UNDP/AFG/RFP/2018/0000002207** |
| 5          | 10                   | Proposal Validity Period  | 90 days   |
| 6          | 14                   | Proposal/bid Security   | Not Required  |

| 7  | 41               | Advanced Payment upon signing of contract   | Not Allowed  |  |
|----|------------------|---|--|--|
| 8  | 42               | Liquidated Damages  | Will not be imposed  |  |
| 9  | 40               | Performance Security  | Required in the amount of 5% of the Contract Amount  Acceptable Forms of Performance Security  Bank Guarantee (See Section 8 for template)  Any Bank-issued Check / Cashier's Check / Certified Check  Validity: Same as Contract duration.  |  |
| 10 | 18               | Currency of Proposal  | United States Dollar   |  |
| 11 | 31               | Deadline for submitting requests for clarifications/ questions                                      | 5 days before the submission deadline  |  |
| 12 | 31               | Contact Details for submitting clarifications/questions   | 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/2018/0000002207  |  |
| 13 | 18, 19 and<br>21 | 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   |  |
| 14 | 23               | Deadline for Submission   | Date and Time: As specified in the E-Tendering system (note that time zone indicated in the system is New York Time zone).  PLEASE NOTE: -  1. Date and time visible on the main screen of event (on etendering 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.   |
| 14 | 22       | Allowable Manner of<br>Submitting Proposals           | E-Tendering System  |
| 15 | 22       | Proposal Submission<br>Address                        | https://etendering.partneragencies.org  Business Unit: AFG10 and Event ID 0000002207  |
| 16 | 22       | Electronic submission<br>(eTendering)<br>requirements | <ul> <li>Format: PDF files only</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> <li>Password for financial proposal must not be provided to UNDP until requested by UNDP through procurement.af@undp.org email account</li> <li>Max. File Size per transmission: 10 MB</li> <li>Documents which are required in original (e.g. Proposal Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission:         <ul> <li>UNDP SCMO</li> <li>UNOCA Compound, Jalalabad Road, Kabul, Afghanistan</li> </ul> </li> </ul> |
| 17 | 27<br>36 | Evaluation Method for the Award of Contract           | Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively  The minimum technical score required to pass is 70%.  |
| 18 |          | Expected date for commencement of Contract            | To be discussed during pre-award meeting  |
| 19 |          | Maximum expected duration of contract                 | As per TOR Requirement  |
| 20 | 35       | UNDP will award the contract to:                      | One Proposer Only   |
| 21 | 39       | Type of Contract                                      | Purchase Order and Contract for Goods and Services for UNDP   |
|    |          |   | http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html   |

| 22 | 39 | UNDP Contract Terms<br>and Conditions that will<br>apply | General Terms and Conditions for Contract <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>  |
|----|----|--|--|
| 23 |    | Other Information<br>Related to the RFP                  | Insurance:  The Contractor shall, prior to commencing the services, effect and thereafter maintain insurances for the following liabilities to an extent of 120% of the accepted contract sum:  a) For liability for loss, damage, death or injury to third parties, including the contractor's liability for damage to property resulting from activities under this request for services;  b) For liability for death or injury to the contractor's personnel and direct beneficiaries of these services (trainees, employees) to a sum of 5,000 USD per person in case of death and 1,000 USD in case of injury;  c) The contractor shall provide documentary evidence of the insurance covers as stated above prior to commencement of the services;  In addition, the Contractor shall provide professional indemnity liability insurance, valid throughout the entire implementation time until 180 days after final acceptance and ending of DLP. The insurance shall be furnished within 7 days of receipt of the letter of intent and before contract signing. The cost of professional indemnity liability insurance, as with all insurances outlined above, must be included in bidder's price bid. |

## Section 4. Evaluation Criteria

#### **Preliminary Examination Criteria**

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Certificate of valid Registration of the business, along with evidence of registration for the past consecutive three (03) years.
- Technical and Financial Proposals submitted separately with Financial Proposal being password protected pdf file.
- Proposal/Bid Validity for minimum 90 days from the bid submission deadline

#### **Minimum Eligibility and Qualification Criteria**

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

| Subject                           | Criteria   | Document Submission requirement               |
|-----------------------------------|--|---|
| ELIGIBILITY                       |  |   |
| Legal Status                      | Vendor is a legally registered entity.   | Form B: Bidder Information Form               |
| Eligibility                       | Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with RFP clause 3.  | Form A: Technical Proposal<br>Submission Form |
| Conflict of<br>Interest           | No conflicts of interest in accordance with RFP clause 4.  | Form A: Technical Proposal<br>Submission Form |
| Bankruptcy                        | Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.   | Form A: Technical Proposal<br>Submission Form |
| QUALIFICATION                     |  |   |
| Litigation History                | No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.   | Form D: Qualification Form                    |
| Previous                          | Minimum 5 years of relevant experience.  | Form D: Qualification Form                    |
| Experience and Financial Standing | Minimum 2 contracts of similar nature and complexity with date of completion within the last 3 years, contract value of each previous work should be more than or equal to USD 250,000. (For JV/Consortium/Association, all Parties cumulatively should meet requirement). | Form D: Qualification Form                    |
| <b>Previous Contracts</b>         | List of all previous contracts within the last 3 years period  | Form D: Qualification Form                    |
| Key Personnel CVs                 | <ul> <li>CVs of the following Key Personnel:</li> <li>Project Manager/Team Leader (minimum 1 CV)</li> <li>Monitoring and Reporting Officer (minimum 1 CVs)</li> </ul>  | Form D: Qualification Form                    |

## **Technical Evaluation Criteria**

| Summary of Technical Proposal Evaluation Forms |  | Points<br>Obtainable |
|--|--|----------------------|
| 1.   | Bidder's qualification, capacity and experience        | 300                  |
| 2.   | Proposed Methodology, Approach and Implementation Plan | 400                  |
| 3.   | Management Structure and Key Personnel                 | 300                  |
|  | Total  | 1000                 |

| Section 1. Bidder's qualification, capacity and experience |  |     |
|--|--|-----|
| 1.1  | Reputation of Organization and Staff Credibility / Reliability / Industry Standing   | 20  |
| 1.2  | General Organizational Capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted | 50  |
| 1.3  | Relevance of specialized knowledge and experience on similar engagements successfully completed before   | 70  |
| 1.4  | Quality assurance procedures and risk mitigation measures  | 30  |
| 1.5  | Relevance of: - Specialized Knowledge - Experience working with UN/ major multilateral/ or bilateral programmes - Experience on Projects in Job creation - Experience in working in Afghanistan                                    | 130 |
|  | Total Section 1  | 300 |

| Sectio | n 2. Proposed Methodology, Approach and Implementation Plan  | Points obtainable |
|--------|--|-------------------|
| 2.1    | Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another? | 60                |
| 2.2    | Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference  | 80                |
| 2.3    | Details on how the different service elements shall be organized, controlled and delivered   | 60                |
| 2.4    | Description of available performance monitoring, evaluation mechanisms, reporting mechanism and tools; how they shall be adopted and used for a specific requirement                                   | 60                |
| 2.5    | Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic  | 60                |

|     | Total Section 2   | 400 |
|-----|---|-----|
| 27  | If applicable: 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 specialized skills.) | 40  |
| 2.6 | Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract  | 40  |

| Section 3. Management Structure and Key Personnel |  |             | Points obtainable |
|---|--|-------------|-------------------|
| 3.1   | Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services? |             | 100               |
| 3.2   | Qualifications of key personnel proposed   |             |                   |
| 3.2 a   | Project Manager / Team Leader (1 CV required)  |             | 120               |
|   | - General Experience   | 40          |                   |
|   | - Specific Experience relevant to the assignment   | 60          |                   |
|   | - Language Qualifications  | 20          |                   |
|   |  |             |                   |
| 3.2 b   | Monitoring and Reporting Officer (minimum 1 CV required)   |             | 80                |
|   | - General Experience   | 20          |                   |
|   | - Specific Experience relevant to the assignment   | 30          |                   |
|   | - Language Qualifications  | 30          |                   |
|   | Tota   | I Section 3 | 300               |

### **Section 5.** Terms of Reference

#### SALAM: JOB CREATION IN NANGARHAR PROVINCE, PHASE 1

#### A. BACKGROUND INFORMATION AND RATIONALE, PROJECT DESCRIPTION

#### **UNDP** in Afghanistan

UNDP has been working in Afghanistan since 1966 in close partnership with government, civil society and other national and international partners. UNDP focus is helping Afghanistan build and share solutions to the challenges of Environment, Livelihoods, Gender, Rule of Law, Governance and Health. UNDP advocate for change and connect the Afghan government, NGOs, civil society and other partners to the knowledge and resources they need to help the Afghan people build a better life.

#### **UNDP Livelihoods and Resilience Unit**

The focus of UNDP work on livelihoods and resilience is on reducing poverty and creating mechanisms that help men and women in the country to cope with socioeconomic stresses resulting from the humanitarian crisis and limited human development. The Livelihoods and Resilience Unit in UNDP Country Office in Kabul works with private sector to create jobs and economic growth, and with the government, to build infrastructure, link rural areas to markets, develop new forms of employment suited to the needs of the areas and to people movements. It promotes alternative livelihoods adapted to the threats of climate change with focus on value chains, that also help reduce illicit economy. The Unit's work is closely linked with Government efforts for economic stimulation and employment generation, to bring sustainable energy to rural areas, prepare for and cope with natural disasters, especially climate change induced drought and floods and protect biodiversity.

#### Support to Afghanistan Livelihoods and Mobility (SALAM)

With focus on employment-creation, facilitated migration and vocational training, the Support Afghanistan Livelihoods and Mobility (SALAM) project aims to meet the sustainable livelihoods needs of returnees and host communities, in the wake of the massive and ongoing return of Afghan people from Pakistan. SALAM is implemented primarily by the Ministry of Labour, Social Affairs, Martyrs and Disabled (MoLSAMD).

#### **SALAM in Nangarhar Province**

With initial funding support from the Government of Finland, SALAM activities currently focus on Nangarhar Province. The Memorandum of Understanding that allows Afghan refugees to stay in Pakistan expires at the end of 2018. In consequence, a potentially large-scale influx of returnees is expected. Returnees experience high levels of socio-economic vulnerability, including restricted access to basic services and employment opportunities. Nangarhar Province already hosts the single largest returnee community in Afghanistan. The existing strain on public service delivery and livelihoods potential in Nangarhar will be exacerbated by a sudden influx of returnees from neighbouring Pakistan, which will result in increased hardship for both returnees and receiving communities.

As the first phase of a planned multiple-phase approach which is intended to comprise 2,400 persons, the contractor will be responsible for the provision of services as described in this request for services.

#### **B. SPECIFIC OBJECTIVES**

The contractor will facilitate on-the-job training placements with private-sector enterprises for not less than 200 job-seekers (in accordance with the parameters outlined in this document) and will ensure that not less

than 60% of the trainees will progress to sustainable employment1 with the entities providing the on-the-job training.

#### C. SCOPE

The specific activities will comprise: Inception; identification and selection of job-seekers; identification and selection of hiring entities to provide on-the-job training and subsequent employment; oversight of training and employment; knowledge capture. Specifically, the selected contractor will be required to perform the following activities:

- 1. Inception.
- 2. Activity 1: Identify and select not less than 200 job-seekers to receive on-the-job training in Nangarhar-based enterprises. The identification and selection of the trainees shall be based on criteria outlined in these Terms of Reference, the selection of enterprises shall be based on offered places for programme participants. Both shall be subject to approval by SALAM project.
- 3. Activity 2: Identify and Nangarhar-based private-sector <u>enterprises</u> who will make commitment to provide financially subsidized on-the-job training to the job-seekers referenced in Activity 1. The selection of working positions shall be based on pre-developed selection criteria, and subject to approval by SALAM project.
- 4. Activity 3: place the selected job-seekers in <u>on-the-job training</u>, oversee the training, and maintain a system of individual case notes on the trainees.
- 5. Activity 4: oversee the completion of the on-the-job training and <u>post-training salaried employment</u> of the selected job-seekers<sup>2</sup>, and continue the system of individual case notes on the trainees.
- 6. Activity 5: Undertake a knowledge capture exercise to identify best practices and lessons learnt.
- 7. Reporting.

#### 1. Activity: Inception

Duration of activity should not exceed 1 month. Cumulative duration of project activities 1 month.

In line with the contractor's original technical and financial proposals in response to the Request for Services, the contractor will prepare and submit an Inception Report including detailed Work Plan confirming the schedule for implementation. The submission will include an updated risk log, outlining assumptions, conditionality factors, risks and risk mitigation recommendations, and an indicative financial management schedule outlining major disbursements to allow for timely preparation of administrative processes and authorizations.

The submitted materials will be subject to endorsement by SALAM.

#### 2. Activity 1: identification and selection of job-seekers to receive on-the-job training.

Duration of activity should not exceed 2 months.

Cumulative duration of project activities 3 months.

Note 1.1: Activity 1 and Activity 2 should be implemented simultaneously.

<sup>&</sup>lt;sup>1</sup> For the purposes of these services the period of employment shall not be less than 6 months in duration to be considered sustainable.

<sup>&</sup>lt;sup>2</sup> Minimum performance requirements: 200 entering on-the-job training, not less than 80% successfully completing on-the-job training and not less than 60% successfully transitioning to salaried employment completing minimum 6 months of waged employment.

The contractor will establish, facilitate and convene a specific-function working group3 to identify and select not less than 200 persons (with reserve capacity of an additional 50 persons) to receive on-the-job training and employment placement4. The parameters for this pool of trainees shall confirm to general targets, as follows:

- returnees<sup>5</sup> (between 60%-70% of total);
- members of receiving communities (between 30%-40% of total);
- women (not less than 35% of total);
- persons between the age of 18-35 (between 30%-40% of total);
- persons with physical disabilities (not less than 5% of total).

Eligibility shall be restricted to job-seekers with verified full-time physical presence in Nangarhar Province. The contractor will be required to demonstrate verification.

The contractor will be required to establish the pool of 200 job-seekers, plus a "reserve capacity" of 50 persons (composition conforming with the parameters outlined for the pool), for potential inclusion in the programme should original participants drop out within the specified time limit.

The contractor will identify and catalogue already-present skills sets within the pool of job-seekers, with objective of matching existing skills to training and job-placements.

The contractor will open and maintain a case file on each individual job-seeker that participates in this programme. Indicative details for the minimum content of the case file is presented in Annex to this document.

| Element                     | Participants      | Duration        | Requirements             |
|-----------------------------|-------------------|-----------------|--------------------------|
| Presentation of proposed    | Not less than 200 | Not more than 2 | Process, eligibility and |
| pool of job-seekers to      | (+50 reserves)    | months          | thresholds as outlined   |
| receive on-the-job training |                   |                 | above.                   |
| and job placement           |                   |                 |                          |

The pool will be subject to endorsement by SALAM project.

# 3. Activity 2: identification and selection of enterprises to provide unsalaried on-the-job training and subsequent salaried employment to the job-seekers.

Duration of activity should not exceed 2 months.

Cumulative duration of project activities 3 months.

Note 2.1: Activity 1 and Activity 2 should be implemented simultaneously.

The contractor will be required to:

- 1. Identify the hiring entity (the company training and hiring the job-seeker) in Nangarhar: name of the enterprise, address and designated official, summary of the business activities of the enterprise.
- 2. For each hiring enterprise, confirm the number and type of unpaid on-the-job training and subsequent salaried employment places offered and provide a brief description of the skill set to be developed through on-the-job training. The total number of training and working placements should not be less than 200.

<sup>&</sup>lt;sup>3</sup> The working group will comprise not less than: the contractor, MoSAMD represented by DoLSAMD, UNHCR East Region Office, SALAM project.

<sup>&</sup>lt;sup>4</sup> Inclusion in this pool will be subject to eligibility assessment by the working group, and endorsement by SALAM project.

<sup>&</sup>lt;sup>5</sup> To be considered a returnee in the context of these services, the individual must be included in the most recent UNHCR list of verified returnees.

- 3. Assist the hiring enterprises to provide a proposal for training and employment along with formal commitment to retain graduates of the training in salaried employment for at least 6 months after successful completion of training. The enterprise shall receive a financial performance incentive for successful completion of training and employment, as defined later in this document.
- 4. Assist the hiring enterprise to prepare and present a per-person price proposal for completion of the unpaid on-the-job training (which may not exceed 3 months). The per-trainee cost may not exceed USD 300<sup>6</sup> for the full duration of training.

Note 2.2: For each job-seeker to be placed in on-the-job training, the contractor shall be required to facilitate a meeting between the job-seeker and the hiring enterprise, and obtain formal approval from both the job-seeker and the hiring enterprise that both parties wish to proceed with the placement.

Note 2.3: The terms and conditions (e.g. tasks to be performed, hours of work, remuneration, leave and benefits) of the post-training employment must be explained in full to the job-seeker in accordance with minimum standards of work conditions as defined by applicable Afghan employment law and the applicable ILO Provisions<sup>7</sup>, and the jobseeker must confirm his/her understanding (including their right to refuse the offer) before the training and employment placement will be endorsed.

Note 2.4: Subject to approval of the on-the-job training proposal by SALAM, the contractor will reimburse the approved cost of the on-the-job training to the employer after the trainee has successfully completed the training and the post-training salaried employment. If the trainee initiates withdrawal during the on-the-job training scheme or subsequent employment, subject to determination of the circumstances of separation by SALAM, the hiring entity may be eligible for reimbursement on a pro-rata basis. If the hiring enterprise initiates separation of the trainee during training or subsequent employment there shall be no reimbursement.

| Element   | Participants             | Duration                 | Requirements                               |
|---|--------------------------|--------------------------|--|
| (1) Identification of the hiring enterprises.   | Not less than 200 places | Not more<br>than 1 month | Process and eligibility as outlined above. |
| (2) Formal commitment between the hiring enterprise and contractor for number and type of trainees to be engaged. |                          |                          |  |
| (3) Costed offer for on-the-job training, and subsequent salaried employment.                                     |                          |                          |  |
| (1) Joint approval of both job-seeker and hiring enterprise for placement   | Not less than 200        | Not more<br>than 1 month | Acceptance by SALAM.                       |
| (2) Acceptance of offers for training and employment  |                          |                          |  |

The proposal for training placements will be subject to approval by SALAM project.

#### 4. Activity 3: Place the selected job-seekers in on-the-job training, and oversee the training.

Duration of activity should not exceed 3 months. Cumulative duration of project activities 6 months.

<sup>&</sup>lt;sup>6</sup> Actual cost shall be paid by the contractor and reimbursed to the contractor within the USD 300 ceiling cost.

<sup>&</sup>lt;sup>7</sup> http://www.ilo.org/dyn/natlex/natlex4.detail?p\_lang=&p\_isn=78309&p\_country=AFG&p\_count=75

The contractor will be required to:

- Maintain updated record of training and employment on the existing case file for each trainee. This
  case file shall be maintained for the full duration of training and subsequent employment. The core
  content of the case file is elaborated in Annex to this document.
- Maintain active oversight of the on-the-job training programme, including but not limited to interviews
  with trainees and hiring enterprises, periodic site inspections, review of employer's documentation
  and records on the trainees/employees. This process and the information obtained through this
  process shall be included in the trainee case files.
- 3. Pay each trainee a pre-tax stipend of Afghani 9,000 (nine thousand) per calendar month, payable monthly in arrears. The final payment shall be released conditionally upon successful completion of the training. Satisfactory completion of the training should be attested by the hiring enterprise, and confirmed by the contractor. Payments and receipts shall be recorded in the trainee case files.
- 4. Successful completion of the training shall be attested by the hiring enterprise, and endorsed by the contractor by provision of a formal statement describing the specific skills that the trainee has acquired and the salaried job position into which the training graduate will be placed.

Note: 3.1: Each trainee shall be subject to assessment by the hiring enterprise to determine suitability for progression to completion of the on-the-job training period. This assessment shall take place during the first month of training, and shall be overseen by the contractor. For those not passing the assessment, training and associated benefits will be terminated by the end of the first month of training. No reimbursement or stipend shall be payable in the event of termination of training at this stage I consequence of misconduct, e.g. non-attendance, disciplinary issues. For those passing the initial assessment, the hiring enterprise shall make a formal commitment to retain the trainee for the duration of the on-the-job training programme. Places in the training programme vacated by departing job-seekers may be filled from the reserve list, subject to all-party agreement, subject to replacement being completed within the first month of training, and subject to confirmation that it will be possible to complete the on-the-job training to the required standards within the remaining time.

| Element   | Participants   | Duration | Requirements               |
|---|--|----------|----------------------------|
| (1) Oversight of on-the-job training.                         | Not less than 200 on entry, subject to minimum threshold | 3 months | Process as outlined above. |
| (2) Maintenance of trainee case files.                        | of 80% successfully completing the training.             |          |                            |
| (3) Interim assessment of trainee suitability.                | , , , , , , , , , , , , , , , , , , ,                    |          |                            |
| (4) Management and execution of payment for trainee stipends. |  |          |                            |
| (5) Attested completion of training and job placement.        |  |          |                            |

Completion of training shall be attested by the contractor, by the training provider, and endorsed by SALAM project.

# 5. Activity 4: Facilitate the transition of graduated trainees to salaried employment, and oversee the employment.

Duration of activity shall not be less than 6 months. Cumulative duration of project activities 12 months.

The contractor will be required to:

- 1. Maintain the case file for each trainee progressing to salaried employment, for the first 6 months of employment. For any trainee not progressing to salaried employment, a full analysis, including but not limited to exit interviews with both trainee and enterprise that provided the training, must be conducted to determine the factors that have resulted in failure.
- 2. The contractor shall have obligation for active oversight of the job placements, to monitor progress of the training graduates in salaried employment. Which will include but not be limited to periodic interviews with employees and employers, and review of employment-related documentation.
- 3. Undertake a comprehensive assessment for each employee, in month 6 of employment, to assess the success of the programme for that individual and hiring enterprise, and to assess the prospects for sustainability of employment (including obtaining the formal statement of employer commitment for ongoing employment, where applicable). This information shall be included in the individual case file.
- 4. The contractor shall manage and execute the system of incentive payments, in line with the conditions outlined in the "Performance incentive" passage of this document.

| Element  | Participants  | Duration                | Requirements                                    |
|--|---|-------------------------|---|
| (1) Oversight of transition from on-the-<br>job training to salaried employment,<br>with analysis. | Minimum of 160 successfully completing training, and entering employment. | 6 months                | Process as outlined above.                      |
| (2) Maintenance of employee case files.  |   |                         |   |
| (3) Oversight of first 6 months of employment.   |   |                         |   |
| To be implemented in sixth month of post-training employment – in parallel with the above.         | Minimum of 120 completing at least 6 months of salaried employment,       | 1 month<br>(concurrent) | Process as outlined above., and in "Performance |
| (1) Individual employee assessment in sixth month of employment.                                   |   |                         | incentive"<br>passage.                          |
| (2) Management of incentive payment facility.  |   |                         |   |

Performance parameters shall be attested by the contractor and the hiring enterprises, and subject to endorsement by SALAM project.

#### 6. Activity 5: Knowledge Capture

Duration of activity shall not exceed 2 months. Cumulative duration of project implementation 14 months.

- 1. Based on the individual case files for job-seekers, general files maintained on the hiring enterprises, and direct observations throughout the duration of service delivery, the contractor will undertake an end-of-assignment assessment for the purposes of knowledge capture, with specific focus on the quantitative assessment of the training and job-placement.
- 2. The contractor will be required to present the development and employment outcome of every individual participant in the training and placement scheme, and to provide summary statistics to measure the overall and individual success of the interventions, including cluster analysis to indicate different factors for success or failure.
- 3. Where the programme has resulted in sustainable employment, the factors for success should be identified and elaborated in detail. Where the programme has not resulted in sustainable employment, specific analysis will be required to identify the reasons for failure. This component of the analysis should be at enterprise, job-type and individual levels.

| Element                                  | Participants | Duration | Requirements   |
|--|--------------|----------|----------------|
| Assessment of impact and sustainability, | N/A          | 2 months | Reporting at   |
| lessons learnt and best practices        |              |          | individual and |
|  |              |          | summary levels |
|  |              |          | is required.   |

#### 7. Activity: Reporting

Duration of activity shall not exceed 1 month. Cumulative duration of project implementation 15 months.

Upon completion of the assignment, the contractor will be required to make an in-person presentation of the summary findings, and submit a consolidated final written report describing all activities and results of the assignment<sup>8</sup>. The final payment under this contract (10%) will be withheld until approval of this report by UNDP.

#### D. APPROACH AND METHODOLOGY

#### Methodology:

While the contractor will be expected to propose the most appropriate methodology to meet the target numbers (including demographic targets) and employment objectives, the following principles should be considered and reflected in the proposal.

- 1. Training and employment will be market-driven, with the types of training and employment and prioritization among categories of training and employment necessarily being driven by the hiring enterprise, having the specific intention of maximising sustainable employment.
- 2. Particularly within the returnee community, considerable existing skills are apparent. Maximum advantage should be sought form utilization of existing skills.
- 3. On-the-job training should prioritize "practical" application over theory. In this regard, effective use of appropriate methodology is of vital importance. For on-the-job training, premises, equipment, training materials and knowledge will be provided by the employer, with SALAM covering costs as outlined in this document.
- 4. The contractor will assume all responsibilities for management and monitoring the delivery of training and employment for the duration of the contract.

#### **Evaluation of proposals:**

The bidder is required to present a fully elaborated proposal for implementation of all activities listed above, which must specifically address each requirement and explain how this requirement will be fulfilled.

The following criteria will be used as basis for the evaluation the proposal, i.e.

- 1. First Stage Technical evaluation. This evaluation is weighted 70% of the overall evaluation. The proposal is assessed based on the (1) expertise of the firm (s) 300 points, Methodology, approach and Implementation plan 400 points, (3) Qualifications and experience of the key personnel 300 points. All proposal that score more than 70% will be included in the second stage of evaluation.
- 2. Second Stage Financial Evaluation. This evaluation is weighted 30%. Only proposal that pass the technical evaluation will be assessed.

<sup>&</sup>lt;sup>8</sup> Precise format for the report shall be agreed before commencement of Activity 5, shall include not less than executive summary, overview of activities, results, summary statistical analysis, identification of lessons learnt, assessment of impact and sustainability, financial and regulatory liability reporting, prescriptive recommendations.

The awarding of contract will be based on a combined Scoring method, i.e. where the expertise of the firm, methodology and qualifications and experience of key personnel will be weighted a maximum of 70%, and combined with the price offer which will be weighted a 30%. The contract will be awarded to the proposal with the highest combined score.

### **E. DELIVERABLES AND SCHEDULES/EXPECTED OUTPUTS**

#### Indicative implementation schedule:

| Month      | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
|------------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|
| Inception  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |
| Activity 1 |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |
| Activity 2 |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |
| Activity 3 |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |
| Activity 4 |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |
| Activity 5 |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |
| Reporting  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |

| Deliverable  | Cumulative                 | <b>Duration of</b> | Performance  | Payment (%)          |
|--|----------------------------|--------------------|--|----------------------|
|  | timeframe                  | activity           | conditionality   |                      |
| Inception  | Completion by 1 month      | 1 month            | N/A  | 10%                  |
| Activity 1: list of job-seekers  Activity 2: list of hiring enterprises, and commitment to training and employment   | Completion<br>by 4 months  | 2 months           | To be confirmed during implementation                              | 20%                  |
| Note on conditionality: The payment will be released at the point that graduated trainees enter salaried employment, conditional upon not less than 80% of the trainees having successfully completed training and having taken up employment.               | Completion<br>by 8 months  | 3 months           | 200 to start, not less than 80% to successfully complete           | 20%<br>(conditional) |
| Activity 4: post-training employment  Note on conditionality: The payment will be released after 6 months of salaried employment, and conditional upon not less than 60% of the original trainees having completed at least 6 months of salaried employment. | Completion<br>by 14 months | 6 months           | Not less than<br>80% to start, not<br>less than 60% to<br>complete | 20%<br>(conditional) |
| Activity 5: Knowledge capture  | Completion by 16 months    | 2 months           | N/A  | 20%                  |

| Reporting | Completion   | 1 month | N/A | 10% |
|-----------|--------------|---------|-----|-----|
|           | by 18 months |         |     |     |

#### F. KEY PERFORMANCE INDICATORS AND SERVICE LEVEL

#### Minimum acceptable performance by the contractor:

- Not less than 80% of the trainees will successfully complete the training and progress to salaried employment.
- Not less than 60% of the trainees will complete not less than 6 months of salaried post-training employment.

Failure to achieve these minimum standards may result in the payment to the contractor for those activities being fully or partially (pro-rata) withheld by UNDP.

#### Performance incentive for the employer:

In the event that a job-seeker:

- Successfully completes the on-the-job training,
- AND successfully completes not less than 6 months of post-training salaried employment,
- AND the employer provides full documented evidence of salaries paid.

The employer will be eligible for refund of the full pre-agreed cost of on-the-job training (to maximum USD 300) and 25% of the salary paid (reimbursement shall be subject to a maximum amount based on wage not exceeding the value of the training stipend). These refunds will be managed and executed by the contractor, subject to approval by SALAM project.

<u>Note</u>: If the training graduate is not retained by the employer, there will be no reimbursement of the training cost.

#### Verification:

The contractor will submit a monitoring plan which will track progress of all trainees and post-training employees. The contractor will maintain case notes on each trainee and provide documentary evidence to UNDP<sup>9</sup> throughout both the training and post-training employment components of the programme. This aims to ensure that the successful completion of on-the-job training will result in regular salaried employment for a duration of not less than 6 months after completion of the on-the-job training. UNDP reserves the right to perform unscheduled on-site inspections. UNDP reserves the right to engage an independent third-party for the purposes of verification of project performance, UNDP reserves the right to undertake punitive measures in the event of transgressions such as fraudulent reporting, including but not limited to withholding of payments.

#### G. GOVERNANCE AND ACCOUNTABILITY

The selected contractor shall work under the supervision of the SALAM Project Manager, and shall coordinate activities and reporting with the Project Manager and the SALAM Chief Technical Adviser. Reporting is expected

<sup>&</sup>lt;sup>9</sup> Including but not limited to: written declaration by employer for training and subsequent salaried employment, signed confirmation from the job-seeker of acceptance of training and subsequent employment, time and date stamped photograph of the job-seeker in the place of work on the first week of salaried employment and after 6 months of salaried employment.

to be ad-hoc and frequent, but shall not be less than monthly. Liaison with other authorities shall be as indicated in the description of specific activities.

The contractor will be responsible for ensuring all aspects of implementation, including premises, facilities, logistics, security, professional indemnity insurance, materials and services, except where specifically identified as being provided by another party (e.g. in the case of on-the-job training).

#### H. FACILITIES TO BE PROVIDED BY UNDP

None.

#### I. EXPECTED DURATION OF THE CONTRACT/ASSIGNMENT

The activities are envisaged to have cumulative duration of 15 months. The assignment must be completed within a total duration of 18 months from signature of contract. Activities will be implemented simultaneously where sequencing and conditionality allow for this.

#### J. DUTY STATION

Assessment, validation, training and employment activities will be located in Nangarhar Province. Reporting, institutional coordination and presentation activities will be located in Nangarhar and Kabul, as appropriate and by agreement of the parties.

#### K. PROFESSIONAL QUALIFICATIONS OF THE SUCCESSFUL CONTRACTOR AND ITS KEY PERSONNEL

Please refer to the Evaluation Criteria outlined in Section 4 of the Request for Proposals.

The following key personnel positions and requirements are considered mandatory for this assignment. It is expected that the experts will be available for the full duration of the assignment. The proposer must submit detailed CVs of key personnel as part of their proposal submission:

| Position                         | General Qualifications and Experience   |  |  |  |  |  |  |  |  |
|----------------------------------|---|--|--|--|--|--|--|--|--|
| Key Professional Sta             | Key Professional Staff  |  |  |  |  |  |  |  |  |
| Project Manager /<br>Team Leader | Academic Qualifications:     Minimum Bachelor's degree from an accredited college or university.  |  |  |  |  |  |  |  |  |
| ream zeaae.                      | <ul> <li>Years of experience:         <ul> <li>Minimum of 7 years of professional experience in the field of vocational education, training and employment creation (with a Bachelor degree or 5 years with a Master degree).</li> <li>At least 3 years of experience in a project management / team leader function for activities relating to employment generation and/or economic stimulation.</li> <li>Experience in at least two (2) projects as an expert in the field of job creation.</li> </ul> </li> </ul> |  |  |  |  |  |  |  |  |
|                                  | <ul> <li>Language:         <ul> <li>Fluency in Dari and Pashto required</li> </ul> </li> <li>Strong proficiency in oral and written English is required.</li> </ul>   |  |  |  |  |  |  |  |  |
| Monitoring and Reporting Officer | Academic Qualifications:     Minimum Bachelor's degree from an accredited college or university.  |  |  |  |  |  |  |  |  |

| Position | General Qualifications and Experience  |
|----------|--|
|          | <ul> <li>Years of experience:         <ul> <li>Minimum of 3 years of professional experience in the field of vocational education, training and employment creation.</li> <li>Experience in at least one (1) projects in the field of job creation.</li> </ul> </li> </ul> |
|          | <ul> <li>Language:</li> <li>Fluency in either Dari or Pashto is required</li> <li>Oral and written fluency in English is required.</li> </ul>  |

These key experts may be supplemented by other, general expertise for the purposes of effective implementation of the assignment, but this general expertise need not be specifically presented in the Offeror's proposal. The general capacity of the entire team, however, must be reflected in the proposed methodology.

#### L. PRICE AND SCHEDULE OF PAYMENTS

The contractor shall include the following cost components in the financial proposal:

- 1. Professional fees for each member of the team which should be inclusive of professional fees, local communication costs, transport, etc;
- 2. Training materials, stationary and printing costs

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 Section E above.

#### Summary of envisaged fixed costs per trainee:

- Training stipend for trainee (conditional) = USD 130 X 3 months = USD 390;
- Reimbursable training cost for employer (conditional) = USD 300;
- Salary cost refund for employer (conditional) = USD 130<sup>10</sup> X 6 X 25% = USD 195.

Thus, for each trainee completing job placement there is a potential fixed cost of approximately USD 885. This cost should be factored into the contractor's price proposal.

#### Cost reimbursement contract:

This contract will be issued as cost reimbursement type. UNDP reserves the right to request inclusion of additional persons from the previously referenced reserve capacity as direct beneficiaries of the activities, on a unit price basis, to a maximum of +25% of original contract value.

#### Insurance:

The Contractor shall, prior to commencing the services, effect and thereafter maintain insurances for the following liabilities to an extent of 120% of the accepted contract sum:

d) For liability for loss, damage, death or injury to third parties, including the contractor's liability for damage to property resulting from activities under this request for services;

<sup>&</sup>lt;sup>10</sup> Indicative figure for the purposes of budgeting. Actual wage will be established on a case-by-case basis, through agreement between employer and employee.

- e) For liability for death or injury to the contractor's personnel and direct beneficiaries of these services (trainees, employees) to a sum of 5,000 USD per person in case of death and 1,000 USD in case of injury;
- f) The contractor shall provide documentary evidence of the insurance covers as stated above prior to commencement of the services;
- g) In addition, the Contractor shall provide professional indemnity liability insurance, valid throughout the entire implementation time until 180 days after final acceptance and ending of DLP. The insurance shall be furnished within 7 days of receipt of the letter of intent and before contract signing. The cost of professional indemnity liability insurance, as with all insurances outlined above, must be included in bidder's price bid.

#### Schedule of payments:

Payments shall be released as outlined in the "Deliverables" section of this document.

#### M. ADDITIONAL REFERENCES OR RESOURCES

Potential bidders are invited to review the following materials:

Labour and Housing market systems in Nangarhar Province, Eastern Afghanistan (Complex Conflict, Displacement, and Returnee Influx) Emergency Market Mapping and Analysis Full Report, 12st May 2017, <a href="http://www.acbar.org/upload/1502019721324.pdf">http://www.acbar.org/upload/1502019721324.pdf</a>

NATLEX Database of national labour, social security and related human rights legislation - Afghanistan <a href="http://www.ilo.org/dyn/natlex/natlex4.detail?plang=&p">http://www.ilo.org/dyn/natlex/natlex4.detail?plang=&p</a> isn=78309&p country=AFG&p count=75

## Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

## **Technical Proposal Envelope:**

| Have you duly completed all the Returnable Bidding Forms?   |  |
|---|--|
| <ul> <li>Form A: Technical Proposal Submission Form</li> </ul>  |  |
| <ul><li>Form B: Bidder Information Form</li></ul>   |  |
| <ul> <li>Form C: Joint Venture/Consortium/ Association Information Form</li> </ul>                          |  |
| <ul> <li>Form D: Qualification Form</li> </ul>  |  |
| <ul> <li>Form E: Format of Technical Proposal</li> </ul>  |  |
| <ul><li>Form H: Proposal Security Form</li></ul>  |  |
| Have you provided the required documents to establish compliance with the evaluation criteria in Section 4? |  |

## **Financial Proposal Envelope**

(Must be submitted in a separate sealed envelope/password protected email)

| Form F: Financial Proposal Submission Form |  |
|--|--|
| Form G: Financial Proposal Form            |  |

### Form A: Technical Proposal Submission Form

| Name of Bidder: | [Insert Name of Bidder]      | Date: | Select date |
|-----------------|------------------------------|-------|-------------|
| RFP reference:  | UNDP/AFG/RFP/2018/0000002207 |       |             |

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. UNDP/AFG/RFP/2018/000002207 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

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

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

| Name:      | <br> |
|------------|------|
| Title:     | <br> |
| Date:      | <br> |
| Signature: |      |

## Form B: Bidder Information Form

| Legal name of Bidder  | [Complete]   |
|---|--|
| Legal address   | [Complete]   |
| Year of registration  | [Complete]   |
| Bidder's Authorized Representative Information  | Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]   |
| Are you a UNGM registered vendor?   | ☐ Yes ☐ No If yes, [insert UGNM vendor number]   |
| Are you a UNDP vendor?  | ☐ Yes ☐ No If yes, [insert UNDP vendor number]   |
| Countries of operation  | [Complete]   |
| No. of full-time employees  | [Complete]   |
| Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):                          | [Complete]   |
| Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate): | [Complete]   |
| Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)  | [Complete]   |
| Contact person UNDP may contact for requests for clarification during Proposal evaluation   | Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]   |
| Please attach the following documents:  | <ul> <li>Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</li> <li>Certificate of Incorporation/ Business Registration</li> <li>Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</li> <li>Trade name registration papers, if applicable</li> <li>Local Government permit to locate and operate in assignment location, if applicable</li> <li>Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country</li> <li>Power of Attorney</li> </ul> |

## Form C: Joint Venture/Consortium/Association Information Form

| Name            | e of Bidder:                       | [Insert Name of Bio   | dder]                                 |          |               | Date:     | Select dat   | te         |           |
|-----------------|------------------------------------|---|---------------------------------------|----------|---------------|-----------|--------------|------------|-----------|
| RFP r           | eference:                          | UNDP/AFG/RFP/20   | 018/0000002                           | 2207     |               |           |              |            |           |
|                 | completed and I<br>re/Consortium/A | returned with your Pr<br>Association.                         | oposal if the                         | e Propos | al is submitt | ed as a . | Joint        |            |           |
| No              |                                    | tner and contact inf<br>ers, fax numbers, e-mai               | · · · · · · · · · · · · · · · · · · · | address, | _             |           | rtion of res | _          |           |
| 1               | [Complete]                         |   |                                       |          | [Complete     | ]         |              |            |           |
| 2               | [Complete]                         |   |                                       |          | [Complete     | ]         |              |            |           |
| 3               | [Complete]                         |   |                                       |          | [Complete     | ]         |              |            |           |
| Nam             | e of leading pa                    | artner  |                                       |          |               |           |              |            |           |
| Assoc<br>the ev |                                    | the JV, Consortium,<br>RFP process and, in<br>awarded, during | [Complete]                            | ]        |               |           |              |            |           |
|                 |                                    | opy of the below doc<br>on of joint and severa                | _                                     | -        | • .           |           |              |            | structure |
| ☐ Let           | ter of intent to f                 | form a joint venture  | OR                                    | □JV      | //Consortiur  | n/Assoc   | iation agre  | ement      |           |
|                 |                                    | at if the contract is a<br>y liable to UNDP for               |                                       |          |               |           |              | m/Associat | ion shall |
| Nam             | e of partner:                      |   |                                       | Name     | of partner: _ |           |              |            |           |
| Signa           | Signature: Signature:              |   |                                       |          |               |           |              |            |           |
| Date:           |                                    |   |                                       | Date: _  |               |           |              | _          |           |
| Nam             | e of partner:                      |   |                                       | Name     | of partner: _ |           |              |            |           |
| Signa           | ature:                             |   |                                       | Signati  | ure:          |           |              |            |           |

## Form D: Qualification Form

| Name of Bidder: | [Insert Name of Bidder]      | Date: | Select date |
|-----------------|------------------------------|-------|-------------|
| RFP reference:  | UNDP/AFG/RFP/2018/0000002207 |       |             |

If JV/Consortium/Association, to be completed by each partner.

## **Historical Contract Non-Performance**

| $\square$ Contract non-performance did not occur for the last 3 years |                                    |   |   |  |  |
|---|------------------------------------|---|---|--|--|
| ☐ Contract  | t(s) not performed fo              | or the last 3 years   |   |  |  |
| Year  | Non- performed portion of contract | Contract Identification   | Total Contract Amount (current value in US\$) |  |  |
|   |                                    | Name of Client:  Address of Client:  Reason(s) for non-performance: |   |  |  |

## **Litigation History** (including pending litigation)

| $\square$ No litigation history for the last 3 years |                             |                                  |  |  |  |
|--|-----------------------------|----------------------------------|--|--|--|
| ☐ Litigatio  | n History as indicate       | d below                          |  |  |  |
| Year of dispute                                      | Amount in dispute (in US\$) | Contract Identification          | <b>Total Contract Amount</b> (current value in US\$) |  |  |
|  |                             | Name of Client:                  |  |  |  |
|  |                             | Address of Client:               |  |  |  |
|  |                             | Matter in dispute:               |  |  |  |
|  |                             | Party who initiated the dispute: |  |  |  |
|  |                             | Status of dispute:               |  |  |  |
|  |                             | Party awarded if resolved:       |  |  |  |
|  |                             |                                  |  |  |  |

### **Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 5 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

| Project name &<br>Country of<br>Assignment | Client & Reference<br>Contact Details | Contract<br>Value | Period of activity and status | Types of activities undertaken |
|--|---------------------------------------|-------------------|-------------------------------|--------------------------------|
|  |                                       |                   |                               |                                |
|  |                                       |                   |                               |                                |
|  |                                       |                   |                               |                                |

Bidders may also attach their own Project Data Sheets with more details for assignments above.

- ⊠ Bidders <u>must</u> submit copies of minimum 2 previous contracts of similar nature and complexity implemented over the last 3 years, contract value of each of these previous contracts should be more than or equal to USD 250,000.
- Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

### Form E: Format of Technical Proposal

| Name of Bidder: | [Insert Name of Bidder]      | Date: | Select date |
|-----------------|------------------------------|-------|-------------|
| RFP reference:  | UNDP/AFG/RFP/2018/0000002207 |       |             |

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

#### SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

#### SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms
- 2.3 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 and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

#### **SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference**

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

#### **SECTION 3: Management Structure and Key Personnel**

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

# Format for CV of Proposed Key Personnel

| Name of Personnel                | [Insert]   |
|----------------------------------|--|
| Position for this assignment     | [Insert]   |
| Nationality                      | [Insert]   |
| Language proficiency             | [Insert]   |
| Education/                       | [Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]  |
| Qualifications                   | [Insert]   |
|                                  | [Provide details of professional certifications relevant to the scope of services]   |
| Professional certifications      | <ul><li>Name of institution: [Insert]</li><li>Date of certification: [Insert]</li></ul>  |
| Employment Record/<br>Experience | [List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.] |
|                                  | [Insert]   |
|                                  | [Provide names, addresses, phone and email contact information for two (2) references]   |
| References                       | Reference 1:<br>[Insert]   |
|                                  | Reference 2:<br>[Insert]   |

| I, the undersigned, certify that to the best of my knowledge an     |           | these dat | a correctly  | describe | my |
|---|-----------|-----------|--------------|----------|----|
| qualifications, my experiences, and other relevant information abou | t myself. |           |              |          |    |
|   |           |           |              |          |    |
| Signature of Personnel  | Date      | (Day/Mor  | <br>th/Year) |          |    |

## Form F: Financial Proposal Submission Form

| Name of Bidder: | [Insert Name of Bidder]      | Date: | Select date |
|-----------------|------------------------------|-------|-------------|
| RFP reference:  | UNDP/AFG/RFP/2018/0000002207 |       |             |

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

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

| Name:      |  |
|------------|--|
| Title:     |  |
| Date:      |  |
| Signature: |  |

[Stamp with official stamp of the Bidder]

### Form G: Financial Proposal Form

| Name of Bidder: | [Insert Name of Bidder]      | Date: | Select date |
|-----------------|------------------------------|-------|-------------|
| RFP reference:  | UNDP/AFG/RFP/2018/0000002207 |       |             |

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

**Currency of the proposal:** [Insert Currency]

**Table 1: Summary of Overall Prices** 

|  | # of Job<br>Seekers | Unit Cost (USD) | Total Amount<br>(USD) |
|--|---------------------|-----------------|-----------------------|
| Fixed Costs (Please refer to section L of the ToR) | 200                 | 885             | 177,000               |
| Proposer's Fees (from Table 2 + Table 3)           | 200                 |                 |                       |
| Total Amount of Financial Proposal                 |                     |                 |                       |

**Table 2: Breakdown of Proposer's Fees** 

| Name | Position                            | Fee Rate | No. of Days/months/ hours | Total Amount |
|------|-------------------------------------|----------|---------------------------|--------------|
|      |                                     | Α        | В                         | C=A+B        |
|      | Project Manager/Team<br>Leader      |          |                           |              |
|      | Monitoring and<br>Reporting Officer |          |                           |              |
|      |                                     |          |                           |              |
|      |                                     |          |                           |              |
|      |                                     |          |                           |              |

**Table 3: Breakdown of Other Costs** 

| Description                   | UOM      | Quantity | Unit Price | Total Amount |
|-------------------------------|----------|----------|------------|--------------|
| Transport                     | Lump-Sum |          |            |              |
| Communications                | Day      |          |            |              |
| Rent & Office Expenses        | Month    |          |            |              |
| Publication and Reporting     | Lump Sum |          |            |              |
| Other Costs: (please specify) |          |          |            |              |
|                               |          |          |            |              |
|                               |          |          |            |              |
| Subtotal Other Costs:         |          |          |            |              |

### Form H: Form of Proposal/Bid Security

Proposal Security must be issued using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template.

To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Proposal to UNDP dated Click here to enter a date. to execute Services [Insert Title of Services] (hereinafter called "the Proposal"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP's variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of [amount of guarantee] [in words and numbers], such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

#### SIGNATURE AND SEAL OF THE GUARANTOR BANK

[Stamp with official stamp of the Bank]

| Signature: _ |   |      |      |
|--------------|---|------|------|
|              |   |      |      |
| T'. I        |   |      |      |
| Date:        |   | <br> | <br> |
| Name of Ban  | k |      | <br> |
| Address      |   |      |      |
|              |   |      |      |