



*Empowered lives.
Resilient nations.*

REQUEST FOR PROPOSAL

JOB CREATION IN NANGARHAR PROVINCE, PHASE 1 (Re-advertisement)

RFP Ref. No-UNDP/AFG/RFP/2018/0000002353

Project: SALAM Project

Country: Afghanistan

Issued on: 16 May 2018

Contents

SECTION 1. LETTER OF INVITATION	4
SECTION 2. INSTRUCTION TO BIDDERS.....	5
A. GENERAL PROVISIONS.....	5
1. Introduction	5
2. Fraud & Corruption, Gifts and Hospitality	5
3. Eligibility	5
4. Conflict of Interests	6
B. PREPARATION OF PROPOSALS.....	6
5. General Considerations	6
6. Cost of Preparation of Proposal	6
7. Language	6
8. Documents Comprising the Proposal	6
9. Documents Establishing the Eligibility and Qualifications of the Bidder	7
10. Technical Proposal Format and Content	7
11. Financial Proposals	7
12. Proposal Security.....	7
13. Currencies	8
14. Joint Venture, Consortium or Association.....	8
15. Only One Proposal.....	9
16. Proposal Validity Period	9
17. Extension of Proposal Validity Period	9
18. Clarification of Proposal	9
19. Amendment of Proposals.....	9
20. Alternative Proposals	10
21. Pre-Bid Conference	10
C. SUBMISSION AND OPENING OF PROPOSALS	10
22. Submission	10
23. Deadline for Submission of Proposals and Late Proposals	11
24. Withdrawal, Substitution, and Modification of Proposals	11
25. Proposal Opening.....	12
D. EVALUATION OF PROPOSALS	12
26. Confidentiality.....	12
27. Evaluation of Proposals.....	12
28. Preliminary Examination	12
29. Evaluation of Eligibility and Qualification.....	12
30. Evaluation of Technical and Financial Proposals	13
31. Due Diligence	13
32. Clarification of Proposals.....	14
33. Responsiveness of Proposal	14
34. Nonconformities, Reparable Errors and Omissions	14
E. AWARD OF CONTRACT.....	15
35. Right to Accept, Reject, Any or All Proposals	15
36. Award Criteria	15
37. Debriefing.....	15
38. Right to Vary Requirements at the Time of Award	15
39. Contract Signature	15
40. Contract Type and General Terms and Conditions.....	15
41. Performance Security	15
42. Bank Guarantee for Advanced Payment	15
43. Liquidated Damages.....	16
44. Payment Provisions.....	16
45. Vendor Protest	16
46. Other Provisions.....	16
SECTION 3. BID DATA SHEET	17

SECTION 4. EVALUATION CRITERIA.....	21
SECTION 5. TERMS OF REFERENCE	24
SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST.....	24
FORM A: TECHNICAL PROPOSAL SUBMISSION FORM.....	39
FORM B: BIDDER INFORMATION FORM	40
FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM.....	41
FORM D: QUALIFICATION FORM.....	42
FORM E: FORMAT OF TECHNICAL PROPOSAL.....	44
FORM F: FINANCIAL PROPOSAL SUBMISSION FORM	47
FORM G: FINANCIAL PROPOSAL FORM	48
FORM H: FORM OF PROPOSAL SECURITY.....	50

Section 1. Letter of Invitation

RFP Ref: UNDP/AFG/RFP/2018/0000002353 - Job Creation in Nangarhar Province, Phase 1 (Re-advertisement)

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
 - Form A: Technical Proposal Submission Form
 - Form B: Bidder Information Form
 - Form C: Joint Venture/Consortium/Association Information Form
 - Form D: Qualification Form
 - Form E: Format of Technical Proposal
 - Form F: Financial Proposal Submission Form
 - 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 procurement.af@undp.org, 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: May 16, 2018

Section 2. Instruction to Bidders

A. GENERAL PROVISIONS	
1. Introduction	<p>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 https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>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.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). 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.</p>
	<p>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 http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>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.</p> <p>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.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>
	<p>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 http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>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.</p> <p>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.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf</p>
3. Eligibility	<p>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.</p> <p>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.</p>

4. Conflict of Interests	<p>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:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> 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. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>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.</p>
B. PREPARATION OF PROPOSALS	
5. General Considerations	<p>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.</p> <p>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</p>
6. Cost of Preparation of Proposal	<p>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.</p>
7. Language	<p>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.</p>
8. Documents	<p>8.1 The Proposal shall comprise of the following documents:</p>

Comprising the Proposal	<ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>9.1 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.</p>
10. Technical Proposal Format and Content	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>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.</p> <p>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</p> <p>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.</p>
11. Financial Proposals	<p>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.</p> <p>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.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
12. Proposal Security	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;

	<p>b) In the event that the successful Bidder fails:</p> <p>i. to sign the Contract after UNDP has issued an award; or</p> <p>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.</p>
13. Currencies	<p>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:</p> <p>a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and</p> <p>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.</p>
14. Joint Venture, Consortium or Association	<p>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 their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the 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.</p> <p>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.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>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.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>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.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not</p>

	be available within one firm.
15. Only One Proposal	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Proposal Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
18. Clarification of Proposal	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.</p>
19. Amendment of Proposals	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made</p>

	<p>available to all prospective bidders.</p> <p>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.</p>
20.Alternative Proposals	<p>20.1 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.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
21.Pre-Bid Conference	<p>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.</p>
C. SUBMISSION AND OPENING OF PROPOSALS	
22.Submission	<p>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.</p> <p>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.</p> <p>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.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> i. Bear the name and address of the bidder; ii. Be addressed to UNDP as specified in the BDS

<p>Email Submission</p> <p>eTendering submission</p>	<p>iii. Bear a warning that states <i>"Not to be opened before the time and date for proposal opening"</i> as specified in the BDS.</p> <p>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.</p> <p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> 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. c) 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. <p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> 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. c) 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: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/
<p>23. Deadline for Submission of Proposals and Late Proposals</p>	<p>23.1 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</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
<p>24. Withdrawal, Substitution, and Modification of</p>	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 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</p>

Proposals	<p>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"</p> <p>24.3 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.</p> <p>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</p>
25.Proposal Opening	<p>25.1 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.</p>
D. EVALUATION OF PROPOSALS	
26.Confidentiality	<p>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.</p> <p>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.</p>
27.Evaluation of Proposals	<p>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.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ol style="list-style-type: none"> Preliminary Examination Minimum Eligibility and Qualification (if pre-qualification is not done) Evaluation of Technical Proposals Evaluation of Financial Proposals
28.Preliminary Examination	<p>28.1 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.</p>
29.Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> 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;

	<ul style="list-style-type: none"> 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	<p>30.1 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.</p> <p>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.</p> <p>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.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;">TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p style="text-align: center;">FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p style="text-align: center;">Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
31. Due Diligence	<p>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</p>

	<p>following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; 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; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Proposals	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>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.</p> <p>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.</p>
33. Responsiveness of Proposal	<p>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.</p> <p>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.</p>
34. Nonconformities, Repairable Errors and Omissions	<p>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.</p> <p>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.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction

	<p>of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>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.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All 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.
38. Right to Vary Requirements at the Time of Award	38.1 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 General Terms and 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 http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
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%20Form.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 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_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	<p>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.</p>
44. Payment Provisions	<p>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.</p>
45. Vendor Protest	<p>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: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</p>
46. Other Provisions	<p>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.</p> <p>46.2 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.</p> <p>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 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

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 No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	<p>Will be Conducted Time: Kabul Local Time Date: May 27, 2018 10:00 AM Venue: UNDP Meeting Room, UNOCA Compound, Jalalabad Road, Kabul, Afghanistan</p> <p>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</p> <p>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 24-May-2018 including Participant's Name, Nationality, National ID (Tazkira) or Passport Number, and Company Name.</p> <p>The Subject of E-mail Should be: RFP Ref. No-UNDP/AFG/RFP/2018/0000002353</p>
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	<p>Required in the amount of 5% of the Contract Amount</p> <p>Acceptable Forms of Performance Security</p> <ul style="list-style-type: none"> ▪ 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	<p>Focal Person in UNDP:</p> <p>Address: United Nations Development Programme, UNDP Country Office, UNOCA Complex, Jalalabad Road, Kabul, Afghanistan</p> <p>E-mail address dedicated for this purpose:</p> <p>procurement.af@undp.org</p> <p>Note : The Subject Line of email should be:</p> <p>UNDP/AFG/RFP/2018/0000002353</p>
13	18, 19 and 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	<p>Date and Time: As specified in the E-Tendering system (note that time zone indicated in the system is New York Time zone).</p> <p>PLEASE NOTE: -</p> <ol style="list-style-type: none"> 1. Date and time visible on the main screen of event (on e-tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. Please also note that the bid closing time shown in the PDF file generated by the system is not accurate due to a technical glitch that we will resolve soon. The correct bid closing time is as indicated in the e-tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline.

			<p>UNDP will not accept any bid that is not submitted directly in the system.</p> <p>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.</p>
14	22	Allowable Manner of Submitting Proposals	E-Tendering System
15	22	Proposal Submission Address	<p>https://etendering.partneragencies.org</p> <p>Business Unit: AFG10 and Event ID 0000002353</p>
16	22	Electronic submission (eTendering) requirements	<ul style="list-style-type: none"> Format: PDF files only File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. All files must be free of viruses and not corrupted. Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP through procurement.af@undp.org email account Max. File Size per transmission: 10 MB 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: UNDP SCMO UNOCA Compound, Jalalabad Road, Kabul, Afghanistan
17	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>The minimum technical score required to pass is 70%.</p>
18		Expected date for commencement of Contract	<i>To be discussed during pre-award meeting</i>
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	<p>Purchase Order and Contract for Goods and Services for UNDP</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>

22	39	UNDP Contract Terms and Conditions that will apply	<p>General Terms and Conditions for Contracts</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
23		Other Information Related to the RFP	<p>Insurance:</p> <p>Requirements for insurance cover is elaborated in Section 12 of the General Terms and Conditions for Contracts. Insurance costs should be included in the Proposer's Fees in the Financial Proposal Form, and should not be presented as a separated item.</p> <p>Schedule of payments: Payments shall be released as outlined in the "Deliverables" section of this document.</p>

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
- CVs of Key Personnel

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 Submission Form
Conflict of Interest	No conflicts of interest in accordance with RFP clause 4.	Form A: Technical Proposal 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 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 Experience and Financial Standing	Minimum 5 years of relevant experience.	Form D: Qualification Form
	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. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Previous Contracts	List of all previous contracts within the last 3 years period	Form D: Qualification Form
Key Personnel CVs	CVs of the following Key Personnel: <ul style="list-style-type: none"> • Project Manager/Team Leader (1 CV) • Monitoring and Reporting Officer (1 CV) • Employment Placement Facilitator (minimum 1 CV) 	Form D: Qualification Form

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points 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		Points obtainable
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: <ul style="list-style-type: none"> - 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

Section 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

2.6	Demonstration of ability to plan, integrate and effectively implement sustainability measures in the execution of the contract	40
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
Total Section 2		400

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?		80
3.2	Qualifications of key personnel proposed		
3.2 a	Project Manager / Team Leader (1 CV required)		100
	- General Experience	30	
	- Specific Experience relevant to the assignment	50	
	- Language Qualifications	20	
3.2 b	Monitoring and Reporting Officer (1 CV required)		60
	- General Experience	20	
	- Specific Experience relevant to the assignment	20	
	- Language Qualifications	20	
3.2 c	Employment Placement Facilitator (minimum 1 CV required)		60
	- General Experience	10	
	- Specific Experience relevant to the assignment	30	
	- Language Qualifications	20	
Total 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 complete the designated period of 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 engage Nangarhar-based **private-sector enterprises** 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 **on-the-job training**, 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 **post-training salaried employment** of the selected job-seekers², 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.

Activity: Inception

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

¹ For the purposes of these services the period of employment shall not be less than 3 months in duration to be considered sustainable.

² 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 3 months of waged employment.

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.

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;

Cumulative duration of project implementation 4 months.

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

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:

- returnees⁵ (between 50%-60% of total);
- internally displaced persons (between 20%-30%);
- members of receiving communities (between 20%-30% of total);
- women (not less than 35% of total);
- persons between the age of 16-35 (not less than 50% 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, and age between 16 and 60 years. 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.

³ The working group will comprise not less than: the contractor, MoSAMD represented by DoLSAMD, UNHCR East Region Office, Nangarhar Chamber of Commerce and Industry, Women's Chamber of Commerce, SALAM project.

⁴ Inclusion in this pool will be subject to eligibility assessment by the working group, and endorsement by SALAM project.

⁵ 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.

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

The pool will be subject to endorsement by SALAM project.

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;

Cumulative duration of project implementation 4 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.
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 3 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 300⁶ 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 Provisions⁷, and the jobseeker must confirm his/her understanding

⁶ Actual cost shall be paid by the contractor and reimbursed to the contractor within the USD 300 ceiling cost.

⁷ http://www.ilo.org/dyn/natlex/natlex4.detail?p_lang=&p_isn=78309&p_country=AFG&p_count=75

(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 than 2 months.	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.			
(4) Joint approval of both job-seeker and hiring enterprise for placement			

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

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;

Cumulative duration of project implementation 8 months.

The contractor will be required to:

1. 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.
2. 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 of 80% successfully completing the training.	3 months	Process as outlined above.
(2) Maintenance of trainee case files.			
(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.

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

Duration of activity shall not be less than 3 months.

Cumulative duration of project activities 9 months;

Cumulative duration of project implementation 11 months.

The contractor will be required to:

1. Maintain the case file for each trainee progressing to salaried employment, for the first 3 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 3 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-job training to salaried employment, with analysis.	Minimum of 160 successfully completing training, and entering employment.	3 months	Process as outlined above.
(2) Maintenance of employee case files.	Minimum of 120 completing at least 3 months of salaried employment.		
(3) Oversight of first 3 months of employment.			
(4) Individual employee			

assessment in third month of employment.			
--	--	--	--

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

Activity 5: Knowledge Capture

Duration of activity shall not exceed 2 months.

Cumulative duration of project implementation 11 months;

Cumulative duration of project implementation 13 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, lessons learnt and best practices	N/A	2 months	Reporting at individual and summary levels is required.

Activity: Reporting

Duration of activity shall not exceed 1 month.

Cumulative duration of project implementation 12 months;

Cumulative duration of project implementation 14 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 assignment⁸. The final payment under this contract (10%) will be withheld until approval of this report by UNDP.

⁸ 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.

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 from 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.

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
Inception															
Activity 1															
Activity 2															
Activity 3															
Activity 4															
Activity 5															

least 3 months of salaried employment.				
Activity 5: Knowledge capture	Completion by 13 months	2 months	N/A	20%
Reporting	Completion by 14 months	1 month	N/A	10%

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 3 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 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 3 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 30% 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.

Note: 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 UNDP⁹ 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 3 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

⁹ 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 3 months of salaried employment.

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 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, 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 12 months. The assignment must be completed within a total duration of 15 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. The proposer must submit detailed CVs of key personnel as part of their proposal submission:

Position	General Qualifications and Experience
Key Professional Staff	
Project Manager / Team Leader (1 CV required)	<p><u>Academic Qualifications:</u></p> <ul style="list-style-type: none"> • Minimum completed Bachelor's degree from an accredited college or university. <p><u>Years of experience:</u></p> <ul style="list-style-type: none"> • 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). • At least 3 years of experience in project manager roles for activities relating to employment generation and/or economic stimulation. • Experience in at least two (2) projects as an expert in the field of job creation.

Position	General Qualifications and Experience
	<p><u>Language:</u></p> <ul style="list-style-type: none"> • Fluency in Dari and Pashto required • Strong proficiency in oral and written English is required.
Monitoring and Reporting Officer (1 CV required)	<p><u>Academic Qualifications:</u></p> <ul style="list-style-type: none"> • Minimum completed Bachelor's degree from an accredited college or university. <p><u>Years of experience:</u></p> <ul style="list-style-type: none"> • Minimum of 3 years of professional experience in the field of vocational education, training and/or employment creation. • Experience in at least one (1) projects in the field of job creation. <p><u>Language:</u></p> <ul style="list-style-type: none"> • Fluency in either Dari or Pashto is required • Oral and written fluency in English is required.
Employment Placement Facilitator (Minimum 1 CV required)	<p><u>Academic Qualifications:</u></p> <ul style="list-style-type: none"> • Minimum completed Bachelor's degree from an accredited college or university. <p><u>Years of experience:</u></p> <ul style="list-style-type: none"> • Minimum of 3 years of professional experience in the field of vocational training, employment creation and/or enterprise development. • Experience in at least one (1) projects in the field of job creation. <p><u>Language:</u></p> <ul style="list-style-type: none"> • Fluency in Pashto required • Strong proficiency in oral and written Dari and English is required.

Note: Unless full-time engagement of staff is proposed, a full elaboration of part-time engagements must be provided, including an annotated schedule of inputs by expert by activity, and a detailed description of how the combination of expertise inputs will fulfil the requirements of the requested services and results.

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

For the purposes of financial disbursement, the total final cost, inclusive of the above elements, shall be considered as a lump sum 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 140 X 3 months = USD 420;
- Reimbursable training cost for employer (conditional) = USD 300;
- Salary cost refund for employer (conditional) = USD 140¹⁰ X 3 X 30% = USD 126.

Thus, for each trainee completing job placement there is a potential fixed cost of USD 846. 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:

Requirements for insurance cover is elaborated in Section 12 of the General Terms and Conditions for Contracts. Insurance costs should be included in the Proposer's Fees in the Financial Proposal Form, and should not be presented as a separated item.

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,

<http://www.acbar.org/upload/1502019721324.pdf>

NATLEX Database of national labour, social security and related human rights legislation - Afghanistan
http://www.ilo.org/dyn/natlex/natlex4.detail?p_lang=&p_isn=78309&p_country=AFG&p_count=75

¹⁰ Indicative figure for the purposes of budgeting. Actual wage will be established on a case-by-case basis, through agreement between employer and employee.

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?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
▪ Form H: Proposal Security Form	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal Envelope

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

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

Form A: Technical Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	UNDP/AFG/RFP/2018/0000002353		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. UNDP/AFG/RFP/2018/0000002353 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 90 days.

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: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

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?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> 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 style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ 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 ▪ Trade name registration papers, if applicable ▪ Local Government permit to locate and operate in assignment location, if applicable ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ▪ Power of Attorney

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	UNDP/AFG/RFP/2018/0000002353		

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture
 OR
☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____	Name of partner: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Name of partner: _____	Name of partner: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

Form D: Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	UNDP/AFG/RFP/2018/0000002353		

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

Historical Contract Non-Performance

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for 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)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (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 & Country of Assignment	Client & Reference Contact Details	Contract 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 ***must*** 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/2018/0000002353		

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/ Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i> ■ Name of institution: [Insert] ■ Date of certification: [Insert]
Employment Record/ Experience	<i>[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.]</i> [Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

Form F: Financial Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	UNDP/AFG/RFP/2018/0000002353		

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/2018/0000002353		

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 Seekers	Unit Cost (USD)	Total Amount (USD)
Fixed Costs (Please refer to section L of the ToR)	200	846	169,200
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
		A	B	C=A+B
	Project Manager/Team Leader			
	Monitoring and Reporting Officer			
	Employment Placement Facilitator			
Subtotal Professional Fees:				

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

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]