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SECTION 1 - INVITATION LETTER

Date: 15 September 2009

Dear Sir/Madam,

Subject: RFP - for Provision of Event Services for UNDP and other UN Agencies in Afghanistan

- 1 UNDP is pleased to invite proposals for the provision of Event Management Services for UNDP and other participating UN agencies in Afghanistan under a Long Term Agreement (LTA), as more clearly described in the Terms of Reference (Section 3).
- 2 To enable you to submit a proposal, attached to this Invitation Letter (Section 1) are:
 - i. [Instructions to Offerors](#) (Section 2)
 - ii. [Terms of Reference \(TOR\)](#) (Section 3)
 - iii. [Price Schedule](#) (Section 4)
 - iv. [Suggested Technical Proposal Format](#) (Section 5)
 - v. [Proposal Submission Form](#) (Section 6)
 - vi. [Long Term Agreement \(form of\)](#) (Section 7)
 - vii. [UNDP General Conditions of Contracts for Professional Services](#) (Section 8)
 - viii. [Form of Advance Payment Security](#) (Section 9)
- 3 **To enable you to submit a proposal, your offer comprising the Technical Proposal and the Financial Proposal, in separate sealed envelopes, should reach the following address no later than 13 October 2009 at 1500 hours Kabul time.**

**UNDP Afghanistan Country Office
Shah Mahmood Ghazi Watt
Kabul, Afghanistan
Bids.af@undp.org**

- 4 A Bid Conference will be held on **4 October 2009 at 1230 hours** (Kabul time) at Qurban Ali Conference Room at UNDP Afghanistan, interested firms are encouraged to attend.
5. If you request additional information, we will endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

UNDP – Afghanistan (Kabul Office)
Shah Mahmood Ghazi Watt
Kabul, Afghanistan
Tel: +98 20 2101 68291 Fax: +873 763 468 863



- 6 You should familiarize yourself with local conditions and take them into account in preparing your proposals, and if required obtain first hand information on the assignment and on the local conditions by a visit to the site before submitting a proposal.
- 7 You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

Felix Sahlin
Procurement Consultant

Acknowledged receipt:

Signature:

Print name and title:

Company:

Intend to submit Proposal:

	Yes
	No.

No. of pages received:

SECTION 2 - INSTRUCTIONS TO OFFERORS

A Introduction

1. General

- ◆ The United Nations Development Programme (UNDP) on behalf of the participating agencies in Afghanistan listed in Appendix A, seeks to engage a firm to provide the following services and functions which more fully described in Section 3: The Terms of Reference (TOR):
 - i) Hotel reservation and airport pickup.
 - ii) Vehicle Rental and professional driver services.
 - iii) Events management.

The purpose of the TOR which are an integral part of the RFP, outline the services, functions and tasks that the prospective contractor is expected and maybe requested to provide on “as required basis” or “on demand basis” for the duration of the contract and its extensions if any.

- ◆ Official national travel to and from Afghanistan on UNHAS flights is estimated at 5,000 trips per Annum. The number of events and hotel reservation required by the participating agencies is estimated to require around 5,000 reservations and around 400 events carried out mainly in Kabul and the different provinces where UN agencies are operating.
- ◆ In this context, UNDP on behalf of the participating agencies intends to establish a contract for an initial two years period extendable to one additional year subject to satisfactory performance by the Contractor. UNDP however is not committed to extend the contract with the successful Offeror.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents.

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Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify UNDP in writing by fax or e-mail as indicated and permitted in the RFP. UNDP will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of UNDP's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors a reasonable time in which to take the amendments into account in preparing their offers, UNDP may, at its discretion, extend the deadline for the submission of Proposals.

C Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and UNDP shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

Technical Proposal:

- (a) Proposal submission form;

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- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;

Financial Proposal:

- (c) Price schedule in accordance with clauses 9 and 10.

8. Technical Proposal

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Company Background

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with UNDP.

(b) Approach and Methodology

This section should reflect the Offeror's understanding of the requirements of the Terms of Reference and describe the Offeror's approach and methodology in carrying out the services.

(c) Resource and staffing plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

To assist Offerors in preparing its Technical Proposal, a format with an outline is included as Section 5.

9. Financial Proposal

The Offeror shall indicate in the Price Schedule, which is contained in these Solicitation Documents (Section 4), the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in US dollars only.

11. Period of validity of proposals

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Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by UNDP, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNDP on the grounds that it is non-responsive.

In exceptional circumstances, UNDP may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones in accordance with the payment terms in the contract.

Payments shall be made by bank transfer directly to the bank account of the Contractor. UNDP shall only make payment transfers into accounts in the Contractor's (company) name and not of individuals (even owners of the Company).

D Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

addressed to –

Procurement Manager

RFP for Provision of Event Services for UNDP and other UN Agencies in Afghanistan

UNDP Afghanistan Country Office
Shah Mahmood Ghazi Watt
Kabul, Afghanistan

marked with –

“RFP for Provision of Event Services for UNDP and other UN Agencies in Afghanistan”

- (b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, UNDP will not assume responsibility for the Proposal’s misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received by UNDP at the address or e-mail no later than the deadline specified in the Letter of Invitation.

UNDP may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of UNDP and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by UNDP prior to the deadline prescribed for submission of Proposals.

The Offeror’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

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No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E Opening and Evaluation of Proposals

18. Opening of proposals

UNDP will open the Proposals in the presence of a Committee formed by the duly authorized official of UNDP.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

UNDP will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, UNDP will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one, which conforms to all the terms and conditions of the RFP without material deviations. UNDP's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by UNDP and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions

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that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all offerors, who have attained minimum 70% score in the technical evaluation will be opened and compared. Price Proposals of offerors who have not passed the technical evaluation will be returned to the respective offerors unopened at the end of the evaluation process, if the form of receipt specified is by sealed envelopes or discarded if by e-mail.

For evaluation purposes only, the evaluated price for each lot of each proposal shall be determined as follows:

	Fees in USD		
Cost Components	<u>Average Vehicle Rental and Professional Driver Services (Lot 2)</u> <u>(B2)</u>	<u>Airport Pickup (Lot 3)</u> <u>(B3)</u>	<u>Event Management</u> (Lot 4) Fee based on overage of PDs as per Price Schedule (B4)
Fees	<u>F2</u>	<u>F3</u>	<u>F4</u>
Evaluated Price	Each Lot will be evaluated separately		
PD : Participant-Day			

The lowest evaluated priced proposal will be awarded 100 points and other prices proposals will be awarded points in accordance with the following formula:

$$\text{Price Proposal Score} = \frac{\text{Lowest Evaluated Price}}{\text{Evaluated Price}} \times 100$$

The technical and price scores of offerors will be combined using a weighting of 70% technical and 30% price. The contract will be awarded to the offeror achieving the highest combined technical/price score.

Technical Evaluation Criteria

The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Summary of Technical Proposal Evaluation Forms*	Score Weight	Points Obtainable
-------------------------------------------------	--------------	-------------------

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1.	Company Background	50%	500
2.	Approach and Methodology	20%	300
3.	Resources and Staffing Plan	30%	200
	Total		1000

***Firms that achieve the minimum technical score will be required to make a presentation of their technical proposals at a time and venue which will be communicated to the successful Offerors.**

Details of the evaluation criteria are given in the table below. Obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

1. Company Background		Points Obtainable
1.	General experience: <ul style="list-style-type: none"> - Experience in Travel Services and Management - Experience in events, hotel reservations and other travel related services - Experience with UN or International agencies/companies - Collaboration, partnership with local, regional and international services providers 	100 100 50 50
2.	Organizational Capability: <ul style="list-style-type: none"> - Annual Turnover for the last three years and credit availability - Size of the company (premises, no. of staff, and other assets) - Technology (MIS) 	100 50 50
	Total	500

2. Approach and Methodology		Points Obtainable
1.	Response to Terms of Reference <ul style="list-style-type: none"> - Meeting requirements - Enhanced capabilities/alternative 	75 75
2.	Methodology <ul style="list-style-type: none"> - Management - Reporting 	75 75
	Total	300

3. Resource and Staffing		Points Obtainable
1.	Proposed staff (2 key staff)*	200
	Total	200
Offeror are required to submit two CVs for each of the key staff positions; one for the principal candidate and the other for an alternate.		

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The CVs submitted will be evaluated based on the following weighting:

Qualification and Experience of Personnel		Weighting %
3.1	General Qualifications	40
3.2	International/Regional Industry Experience	40
3.3	Communication skills /Language (English/Pashtu/Dari)	20

F Award of Contract

22. Award criteria, award of contract

UNDP reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action.

Prior to expiration of the period of proposal validity, UNDP will award a contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

23. UNDP's right to vary requirements at time of award

UNDP reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 7 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to UNDP.

Failure of the successful Offeror to comply with the requirement of Clause 24 shall constitute sufficient grounds for the annulment of the award, in which event UNDP may make the award to the next lowest evaluated Offeror or call for new Proposals.

E. Miscellaneous

25. Substitution of Personnel

UNDP will require assurances that the nominated staff in the Proposal will be actually available for the services. UNDP will not consider substitutions during contract negotiations or following contract award, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is

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established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified. Any accepted substitution must be equal to /or better than the originally nominated staff.

SECTION 3 – TERMS OF REFERENCE
(becomes Annex II of LTA when signed)

A. Background and Context of the Project:

UNDP and all participating agencies regularly organize conferences, workshops, seminars and meetings in respect of its humanitarian activities in Afghanistan. The UNDP, Afghanistan Country Office, located in Kabul desires to outsource its event planning and management and other associated services for a period of two years. The period may be renewed based on a satisfactory performance and at the sole discretion of UNDP.

In brief the services required are:

- i) Hotel reservation and airport pickup.
- ii) Vehicle Rental and professional driver services.
- iii) Events management.

UNDP Afghanistan may require services of (ii), and (iii) unrelated to (i).

The estimated number of bookings for the year 2008 for all agencies was as follows:

1. Hotel and guesthouse booking and reservations including meals	5,000 bookings
2. Daily Subsistence Allowance	USD750,000

B. Scope of Services:

B.1 Vehicle Rental and Professional Driver Services:

- (a) The Contractor shall provide vehicles compliant with the UN Minimum Operating Standards for Security (MOSS) and/or professional drivers on daily basis and/or monthly basis, when requested by UNDP Afghanistan for field trips of UNDP Afghanistan staff members, government employees or consultants to project areas throughout the country. The drivers shall be cleared by the relevant UN agency security focal point if and when requested. Furthermore, the Contractor is expected upon request to be able to provide multiple armored vehicles (at least two) plus armed escorts for transport to areas outside the Kabul security box where this is necessary. Other areas outside the box all require at least two MOSS compliant vehicles, some areas require VR-6 standard armored, and others require VR-6 armored and escorts noting that MOSS standards will require certain equipment including VHF and HF communications to be provided in each vehicle.
- (b) The driver will be responsible of keeping proper monitoring sheet for the trip (the km's and departure/destination, passenger recording).

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- (c) Vehicles preferably to be the Travel Agency's "own" cars, not more than three years old. If contracted from third parties, full details of the company from whom contracted must be provided, including the make/model and year of manufacture of the vehicles in the fleet to be allocated for the purpose.
- (d) The drivers must have a minimum of three years safe driving experience, and possess valid driving license. Each driver to be provided with a valid Agent photo ID card, be courteous, reliable, have basic knowledge of English, a thorough knowledge of Afghanistan's traffic rules and regulations and have information on the country's roads. Drivers should be capable of rectifying minor vehicle defects.
- (e) For vehicle rentals, the Contractor shall ensure that, the driver and the vehicle are fully covered by liability insurance in case of an accident. Additionally, Contractor shall meet the minimum legal local insurance requirements.

B.2 Hotel Reservations and Airport Pickup:

- (a) The Contractor shall make reservations for lodging accommodations when requested in MOSS compliant guesthouses in Afghanistan if the traveler is a UN Staff member. This service shall include initiating and confirming reservations, and confirming the all-inclusive or any other type of rate requested at which the reservation is made;
- (b) The Contractor agrees to negotiate to the maximum extent possible, discount rates, including net rates, for hotel accommodations applicable specifically to reservations by the UN Agencies of official travel and to arrange such services on a worldwide basis when requested to do so;
- (c) The Contractor shall maintain in its computer database the official UN DSA rates for official travel. All Traveler's itineraries which include hotel reservations shall be checked against the DSA rates provided on monthly basis by UNDP Afghanistan, and the Travel Agency agrees to advise travelers when the applicable hotel rate exceeds the UN recommended proportion of the applicable per diem, accepting, however, that the final selection of accommodation remains with the traveler.
- (d) Hotel accommodation costs and DSA shall be paid by the Contractor as part of an Events management or as per UNDP's request.

B.3 Events Management:

The Contractor shall upon request and receipt of duly authorized instructions from UNDP Afghanistan, facilitate the organization and make all necessary arrangements for the hosting of Events. This shall include arranging hotels, all associated facilities, travel of participants, local transport and payment of DSAs to participants. The Contractor shall:

1. Identify suitable MOSS compliant hotels or other establishments, request proposals and quotations negotiate rates and other terms and conditions and present the final three (3) comparable proposals for consideration and approval by UNDP. UNDP shall provide the Contractor with appropriate representation letter so that UNDP benefits from the discounted prices normally provided by hotels to UN agencies.

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2. Ensure that any other services such as, translators/interpreters, additional electronic and audio-visual equipment, and workshop materials (such as flipcharts, notebooks, folders, banners, flags), ancillary staff and transportation of participants will be satisfactorily provided, and electronic equipment is fully functional.
3. Provide secretarial services for assisting in Events registration and coordination with hotel management throughout the Events period and ensure that all requirements are provided for and that coffee breaks and meals are arranged in timely manner and as required.
4. Provide video shooting/photography services if/when requested.
5. Hotel reservation and airport transfers as detailed in section B2 above including confirmation that participants' arrival and departure arrangements are in place and reconfirmation of air tickets.
6. Provide vehicle rental services.
7. Ensure that adequate cash resources are made available to cover all invoices and costs including DSA to participants based on written instructions received from UNDP Afghanistan office.
8. In close coordination with UNDP Afghanistan, make necessary arrangements with to obtain entry visas to Afghanistan and other embassies whenever required, such service shall include submission of visa application, visa fees, follow-up on issuance and obtaining of visa. UNDP will furnish the Contractor with necessary supporting letter. The Contractor shall coordinate with the government counterparts/officials and participants attending meetings or on official business for the UNDP Afghanistan.

C. Reporting:

The Contractor shall provide UNDP Afghanistan with management information reports consisting, at a minimum, of the following:

- (a) Event report including but not limited to hotel names, number of attendees, nature of services provided
- (b) A complete report for each Event within two (2) weeks of the completion of the Event.
- (c) A quarterly summary (including to date cumulative figures) of sales activity not relating to an Event. Such reports shall be submitted to within 15 days of the end of the quarter. This summary shall reflect all official sales activities. Reports should identify problems, if any, and recommend solutions, suggestions to enhance service.
- (d) Total transportation charges for the billing period (statement of monthly charges and refund, including debit and credit notices issued, if applicable).

D. Service Standards.

- (a) The Contractor shall provide polite, responsive and efficient service at all times to fulfill UNDP Afghanistan requirements. As a service objective, telephone calls should be answered promptly. When it is necessary to place calls on hold, they should not be kept on hold for more than a few minutes and callback, when necessary, should be made within one hour.
- (b) The Contractor shall undertake to provide contacts between the UNDP Afghanistan and, inter alia, airports, airlines, hotels and car rental companies, and shall arrange for regular meeting between the UNDP Afghanistan and such entities for the benefit of the UNDP Afghanistan.

G. Facilities Provided By UNDP

At the Contractor's request, UNDP shall make available an office or a desk with internet access within UNDP premises to coordinate and follow-up on the provision of the required services. Such facilities must be used exclusively for performance of services under the Agreement.

H. Personnel Required.

- (a) The Contractor shall assign adequate personnel to service satisfactorily the volume of work and to fulfill its obligations under the Contract with UNDP Afghanistan. In general the Contractor shall assign the relevant personnel according to their technical know-how and reliability.
- (b) The Contractor shall assign a senior representative experienced in providing corporate travel services to oversee the travel management services provided to UNDP Afghanistan and to ensure full compliance with all requirements of the Contract with UNDP Afghanistan.
- (c) The Service Provider's employees shall perform their functions in a highly efficient and professional manner.

I. Security Requirements

- (a) The Contractor shall observe and obtain suitable mission clearance requests in keeping with UN standards through the concerned Agency Field Security Officer or through the regional UNDSS Field Security Coordinator prior to arranging any travel or event in accordance with MOSS compliant procedures. If required to provide transport from/to airport/hotel or venue, the Contractor is expected to be able to provide a suitable MOSS compliant vehicle or armored vehicle as needed.
- (b) In any event where UN staff members are involved, the Contractor shall ensure that booking is made in Minimum Operational Security Standards (MOSS) cleared hotel or guesthouse.
- (c) All vehicles used for transferring passengers from/to airport or event location must be cleared by the FSA of the agency and must be MOSS compliant.

SECTION 4 – PRICE SCHEDULE
(becomes Annex III of LTA when signed)

1. The Contractor is asked to prepare the Price Schedule and to send it in a separate inner envelope as instructed in the RFP.
2. All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes.
3. The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.
5. The formats shown below should be used in preparing the price schedule and the personnel that the contractor can provide. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples. All prices have to be in United States Dollars.

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Price Schedule

A. Unit Rates for Services Associated with the Travel Services and Management

Item	Cost Components	Unit	Unit Price (USD)
A.1	Vehicle Rental and Professional Driver Services		
A.1.1	Standard car with Driver (Short Term 1-30 Days)	Day	
A.1.2	Standard car with Driver (Long Term 31 Days and above)	Day	
	Total Fee (F1)		
A.2	Mini bus with Driver (8 to 12 passengers)		
A.2.1	Bus with driver (40 passengers))	Day	
A.2.2	Land Cruiser or Nissan car without Driver (Short Term 1 - 30 Days).	Day	
A.2.3	Land Cruiser or Nissan (4WD) car without Driver (Long Term 31 Days and above)	Day	
A.2.4	Land Cruiser or Nissan (4WD) car with Driver (Short Term 1-30 Days)	Day	
A.2.5	Land Cruiser or Nissan (4W D) car with Driver (Long Term 31 Days and above)	Day	
	Land Cruiser Armoured Vehicle Rental (day rate) with driver	Day	
	Coaster Bus (26-30) Passenger with driver	Day	
	Average (F2)		
B.3	Airport Pick up		
B.3.1	Kabul to Airport or Airport to Kabul	Standard car	
B.3.2	Kabul to Airport or Airport to Kabul	Mini bus	
B.3.3	Kabul to Airport or Airport to Kabul (Land Cruiser)	Armoured Car	
B.3.4	Dubai to Airport or Airport to Dubai pick up	Standard Car	
B.3.5	Islamabad to Airport or Airport to Islamabad pick up	Standard Car	
B.3.6	Bangkok to Airport or Airport to Bangkok pick up	Standard Car	
	Average (F3)		
B.4	Event Management		

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C. Management Fees for Events Management

Cost Components	Fees in USD per participant-days (PD)			
	Not exceeding	Not exceeding	Not exceeding	Exceeding
	(50 PDs)	(100 PDs)	(150 PDs)	(200 PDs)
Management (handling) fee including profits and overheads per participant-day (PD) for Events management (*)				
<u>Average (F4) = (50PDs+100PDs+150PDs +200PDs)/4</u>				
Interpretation Services Pashtu or Dari/English/Pashtu or Dari (per interpreter)				

*To cover secretariat support, hotel booking arrangements, payment of DSAs to participants and all other necessary administrative arrangements and services for the successful conduct of the Event but excluding the actual cost of hotel (accommodation, ceremonies, facilities), or per diem paid to participants.

SECTION 5 – SUGGESTED TECHNICAL PROPOSAL FORMAT

This section provides a suggested format required for the Technical Proposal.

1. Company Background:

1.1 Experience of Firm:

Offerors should provide a company profile with details of:

- a. Corporate information - Certification of the legal status (company registration).
- b. Experience in Events Management – Details of events organised, number and service provided.
- c. Travel and Other Related Services – Offerors should have experience in providing commercial travel services.
- d. Experience with UN or International agencies/companies – Offerors should provide their client list.
- e. Details of collaboration, partnership with local, regional and international services providers (e.g. other travel agents, hotels, car hire firms etc)

1.2 General Organization Capability:

Offerors should provide details of:

- a. Annual Turnover for the last three years and credit availability.
- b. Size of the company (premises, no. of staff, and other main assets).
- c. Information Technology – Experience with and availability of Global Distribution Systems such as Amadeus, Galileo or Abacus and other software packages in use.

2. Approach and Methodology

- a. Response to Terms of Reference (TOR) - Offerors should study the TOR and state whether:
 - They can adequately meet the requirements in the TOR
 - They can provide any enhanced service, possess other capabilities and suggest improvements to the TOR including alternative ways of performing any services.
- b. Offerors should submit their specific methodology for:
 - Management of the Services including any performance standards and quality control.
 - Reporting plan.

3. Resource and Staffing Plan:

Describe the personnel who will be proposed for undertaking the services.

RFP for Provision of Event Services for UNDP and other UN Agencies in Afghanistan

In particular CVs of two key staff (a Senior Manager and a Project Manager), should be included with the following minimum information:

- i. Position nominated for.
- ii. Key qualifications and education.
- iii. References to similar assignments with brief description of the performance
- iv. Years with Firm.
- v. Membership in Professional Societies.
- vi. Key Qualifications.
- vii. Language.
- viii. Computer skills
- ix. Experience in chronological order.

The technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedule (Section 4).

LONG TERM AGREEMENT No. xxxxxxxxxx

**FOR THE PROVISION OF EVENT MANAGEMENT SERVICES FOR UNDP AND
OTHER UN AGENCIES IN AFGHANISTAN**

This Long Term Agreement is made between the United Nations Development Programme, (hereinafter “UNDP”) and (hereinafter called “Contractor”) with its headquarters at

WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of Event Services for UNDP and other UN agencies in Afghanistan (hereinafter the “Services”) by the Contractor to UNDP, as provided herein;

WHEREAS pursuant to the Request for Proposal the offer of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the “Parties”) hereby agree as follows:

Article 1: SCOPE OF WORK

1. The Contractor shall provide the types of services and deliverables, which are listed in Annex II hereto (“Terms of Reference”).
2. Such Services shall be at the prices listed in Annex III. The prices shall remain in effect for a period of one year from Entry into Force of this Agreement.
3. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for one year.

Article 2: CHANGES IN CONDITION

4. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

Article 3: CONTRACTOR'S REPORTING

5. The Contractor shall report to UNDP on the Services provided to UNDP in accordance with the Terms of Reference (Annex III).

Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

6. The standard UNDP General Conditions for Professional Services, attached as Annex I, shall apply to this Agreement.

Article 5: ACCEPTANCE

7. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.

RFP for Provision of Event Services for UNDP and other UN Agencies in Afghanistan

8. This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of one year, and may be extended for one additional year by mutual agreement of the Parties.

Article 6: PURCHASE ORDERS for EACH EVENT

9. For each Event to be managed, UNDP shall issue an instruction (“Work Order”), outlining the details of the Event in a form attached as Annex IV. The Contractor will be required to return this Work Order with the necessary information and once this is accepted, UNDP, shall issue a formal Purchase Order to the Contractor.

Article 6: PAYMENT TERMS

10. UNDP shall pay the Contractor as follows:
- (a) For each Event
 - (i) Eighty percent (80%) of the estimated Daily Subsistence Allowance (DSA) that the Contractor must pay to participants on instruction from UNDP, in advance.
 - (ii) The Management Fee and any other costs incurred, on completion of the Event. This shall incorporate deductions or additions of the DSA advance as may be applicable.
 - (b) For non Event related services, on a monthly basis (single invoice) after the cost has been incurred.
11. Within fifteen (15) days of signature of this LTA, the Contractor shall provide UNDP with an Advance [Payment Security in the form in Annex V](#), from a reputable bank for an amount of USD30,000, valid for the term of this Agreement as security for the advances made by UNDP to the Contractor for DSA payments to participants for each Event.

IN WITNESS WHEREOF, the duly authorized representative of the PARTIES have signed this agreement.

For and on behalf of:

Contractor:

UNITED NATIONS DEVELOPMENT
PROGRAMME

Name:

Dennis Lazarus

Title:

Deputy Country Director (Operations)

Date:_____

Date:_____

SECTION 8 – UNDP GENERAL CONDITIONS OF CONTRACTS FOR SERVICES

(becomes Annex I of LTA when signed)



1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

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

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or

official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient (“Recipient”) of such information shall:

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

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

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

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

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

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

23.0 AUTHORITY TO MODIFY:

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

SECTION 9 – FORM OF ADVANCE PAYMENT SECURITY

(Becomes Annex V of LTA when signed)

Date:

To: UNDP – Afghanistan, Shah Mahmood Ghazi Watt, Kabul, Afghanistan

Tel: +98 20 2101 68291 Fax: +873 763 468 863

WHEREAS[*name and address of Contractor*]..... (hereinafter called the “Contractor”) has undertaken, in pursuance of the Long Term Agreement No. dated to execute *Contract title and brief description of works*]..... (hereinafter called the “Agreement”);

AND WHEREAS it has been stipulated by you in the said Agreement, in relation to advance payments, the Contractor shall deposit with the UNDP a security of[*amount of Guarantee in words (and figures)*]....., to guarantee its proper and faithful performance of the obligations imposed by the Contract.

NOW THEREFORE, we, the undersigned[*Name of issuing institution*]....., of[*full address*]....., legally domiciled in[*Country*]..... (hereinafter “the Guarantor”), as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the UNDP on its first demand without whatsoever right of objection on our part and without its first claim to the Contractor, in the amount not exceeding[*amount of Guarantee in words (and figures)*].....

This security shall remain valid and in full effect for a period of twelve (12) months.

This document shall be produced on the letterhead/official paper of the issuing financial institution, signed, witnessed and dated by authorised personnel thereof.