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**Request for Proposal (RFP)**

**Date: 14 February, 2010**

Dear Sir/Madam,

**Subject: Paktika Internship Programme for IARCSC**

I. You are requested to submit a proposal for management of a government office-based Internship programme in Paktika Province.

2. To enable you to submit a proposal, attached are:

1	Instructions to Offerors	Annex I
2	General Conditions of Contract	Annex II
3	Terms of Reference (TOR)	Annex III
4	Proposal Submission Form	Annex IV
5	Performance Security Form	Annex V
6	Price Schedule	Annex VI
7	Proposal Format	Annex VII
8	Work Plan Format	Annex VIII

3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than 01 March **2010, 16:00pm local time**

ASGP/UNDP Afghanistan,  
Attn: Procurement Unit  
RFP#- ASGP/UNDPAFG/2010/0003  
Share Now – Haji Yaqoob Square, Charahi Shaeed Street 3<sup>rd</sup> block  
Next to MTN Branch Office  
Kabul, Afghanistan,  
Tel: +93 703 333 111 –  
89, Fax: + 873 763 468 836  
Website: [www.undp.org.af](http://www.undp.org.af)

4. If you request additional information, we would 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.
  
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

**Yours Sincerely,**

Procurement Manager

Acknowledged receipt:

Signature: .....

Print name and title: .....

Company: .....

Intend to submit Bid:

**Yes**

**No.**

No. of pages received: .....

## **Annex I-Instructions to Offeror's**

### **A. Introduction**

#### **1. General**

Purpose of RFP

#### **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 is 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. 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 the procuring UNDP entity in writing at the organization's mailing address or fax number indicated in the RFP. The procuring UNDP entity 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 the organization'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, the procuring UNDP entity 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 reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity 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 the procuring UNDP entity shall be written in the English/French/Spanish language. Any printed literature furnished by the Offeror may be written in English.

### **7. Documents comprising the proposal**

The Proposal shall comprise the following components:

**Technical proposal consists of the following sections: (separate envelope)**

Proposal Submission Form

[Technical Proposal](#) Format (include Curriculum Vitae for all proposed professional staff)

[Work Plan](#)

**Financial proposal consists of the following: (Separate Envelope)**

Completed Price Schedule

### **8. Proposal form**

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

#### **(a) Organizational Details/ Background/ Contact Details**

This section should also describe the organizational background and all relevant details as outlined in the proposal format.

#### **(b) Field of Expertise**

This section should provide an introduction and brief description of the Offeror's present activities. It should focus on services related to the Proposal. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity.

#### **(c) Proposed methodology/ work plan**

This section should demonstrate the Offeror's responsiveness to the specification by breaking down the main activities, point by point and setting up a timeline as well as detailed description of how the proposed methodology meets or exceeds the specifications. The work plan should include an explanation of 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. 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 operational and 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 Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

## **9. Proposal prices**

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

## **10. Proposal currencies**

All prices shall be quoted in US dollars or any convertible currency.

## **11. Period of validity of proposals**

Proposals shall remain valid for sixty (120) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity 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 authorized to bind the Offeror to the contract. The

latter authorization 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 within (30) days after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

## D. Submission of Proposal

### 14. Sealing and marking of proposals.

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

The outer envelope shall be marked “RFP NO. ASGP/UNDP-AFG-0007 PAKTIKAINTERNSHIP PROGRAMME FOR IARCSC” and

- addressed to –

Att: ASGP Procurement Unit  
ASGP/UNDP Share Now – Haji Yaqoob Square, Charahi Shaeed Street 3<sup>rd</sup> block, Next to MTN Branch Office, Kabul, Afghanistan,  
Tel: +93 703333111, Fax: + 873 763 468 836  
Website: [www.undp.org.af](http://www.undp.org.af)

- marked with –“**RFP: Paktika Internship Programme for IARCSC**”

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, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

### 15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **01 March 2010, at 16:00 PM**, local time.

The procuring UNDP entity 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 the procuring UNDP entity and Offeror's 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 15, 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 the procuring UNDP entity 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.

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**

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

### **19. Clarification of proposals**

To assist in the examination, evaluation and comparison of Proposals, the Purchaser 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**

The Purchaser 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, the Purchaser 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. The Purchaser'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 the Purchaser 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 that passed the minimum technical score of 70% of the obtainable score of 780 points in the evaluation of the technical proposals. 70% of the evaluation will be on the technical proposal and 30% of the overall score will be from the financial proposal of the available points.

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 contractors, who have attained minimum 70% score in the technical evaluation, will be compared.

**Technical Evaluation Criteria**

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organization submitting Proposal	30%	300					
2.	Proposed Work Plan and Approach	40%	500					
3.	Personnel	30%	200					
<b>Total</b>			<b>1000</b>					

Evaluation forms for technical proposals follow on the next two pages. 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:

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organization submitting proposal							
1.1	Reputation of Organization and Staff (Competence / Reliability)	50					
1.2	Training Experience	60					
1.3	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls)	50					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)	35					
1.5	Quality assurance procedures and monitoring, warranty	35					
1.6	Relevance of: - Specialized Knowledge of training/ capacity building/ public sector development - Experience on Similar Program / Projects - Experience on Projects in the Region - Work for UNDP/ major multilateral/ or bilateral programs	70					
		300					

Technical Proposal Evaluation Form 2			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Proposed Work Plan and Approach								
2.1	To what degree does the Offeror understand the task?	70						
2.2	Have the important aspects of the task been addressed in sufficient detail?	80						
2.3	Are the different components of the project adequately weighted relative to one another?	50						
2.4	Is the scope of task well defined and does it correspond to the TOR?	100						
2.5	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	100						
		400						

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
3.1	Task Manager	90						
		Sub-Score						
	General Qualification	65						
	- Training Experience	20						
	- Project Management experience	40						
	- Knowledge of the region	10						
	- Language Qualifications (Pashto/ Dari)	20						
		90						

3.2	Course Director		70						
			Sub-Score						
	General Qualification		60						
Suitability for the Project									
	- Training Experience	10							
	- Management experience	40							
	- Knowledge of the region	10							
	-Language Qualifications (Pashto/ Dari)		10						
			70						
3.3	Course Coordinator		30						
			Sub-Score						
	General Qualification		20						
Suitability for the Project									
	- Training Experience	10							
	- Coordination experience	10							
	- Knowledge of the region	0							
	- Language Qualification (Pashto/ Dari)		10						
			30						
3.4	English Trainer		30						
			Sub-Score						
	General Qualification		20						
Suitability for the Project									
	- Training Experience	20							
	- Coordination experience	0							
	- Knowledge of the region	0							
	Language Qualification (Pashto/ Dari)		10						
			30						
3.5	Management Trainer		30						

			Sub-Score						
	General Qualification		20						
	Suitability for the Project								
	- Training Experience	20							
	- Coordination experience	0							
	- Knowledge of the region	0							
	- Language Qualification (Pashto/ Dari)		10						
			20						
3.6	Computer Trainer			30					
			Sub-Score						
	General Qualification		30						
	Suitability for the Project		20						
	- Training Experience	10							
	- Coordination experience								
	- Knowledge of the region	10							
	- Language Qualification (Pashto/ Dari)		10						
			30						
3.7	On-the Job Coaches (5) <sup>1</sup>			30					
			Sub-Score						
	General Qualification		20						
	Suitability for the Project								
	- Training Experience	10							
	- Coordination experience	5							
	- Knowledge of the region	5							
	- Language Qualification (Pashto/ Dari)		10						
			30						
	<b>Total Part 3</b>			300					

<sup>1</sup> It is acceptable that subject trainers also be used as On-the job Coaches if they are deemed to have suitable coaching skills or background in working in the government. If not, then other, different personnel will be required.

## **E. Award of Contract**

### **22. Award criteria, award of contract**

The procuring UNDP entity 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 Offeror's of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the 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. Purchaser's right to vary requirements at time of award**

The Purchaser 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 the Purchaser.

### **25. Performance security**

Within 7 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security Contract in the amount **Five (5%) of the contract Price** on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract.

The Performance Security shall be valid until twenty-eight (28) days after the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

The proceeds of the Performance Security shall be payable to the UNDP unconditionally upon first written demand as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 or shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.



## **Annex II-General Conditions of Contract**

### **1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

### **3. 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. 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. 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 with the provisions of this Contract.

### **6. 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. 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. 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 its 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:

(i) Name UNDP as additional insured;

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

(iii) Provide that 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 UNDP with satisfactory evidence of the insurance required under this Article.

## **B. 9. ENCUMBRANCES/LIENS**

The Contractor shall not cause or permit any line, 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 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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

## **12. 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 the United Nations in connection with its business or otherwise.

## **13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

#### **14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

14.1 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 which are beyond the control of the Parties.

14.2 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 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 UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, 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.

14.3 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, 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.

#### **15. TERMINATION**

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" 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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

## **16. 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, or relating to 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**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **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.

## **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 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 UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19 CHILD LABOUR**

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

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

## **20 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.

## **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.

## **AUTHORITY TO MODIFY**

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

### Annex III-Terms of Reference (TOR)

## **UNDP Afghanistan TERMS OF REFERENCE For IARCSC Internship Programme in order to support sub national governance Independent Administrative Reform and Civil Service Commission (IARCSC)**

<b>Project Title:</b>	Internship Programme of IARCSC
<b>Type of Appointment:</b>	Provision of training and managing 50 Interns in cooperation with IARCSC
<b>Location:</b>	Paktika Province
<b>Duration:</b>	12 months
<b>Provider Responsibilities:</b>	Manage the IARCSC Internship programme including providing training and managing the administration under supervision of the IARCSC.

#### Background:

Under the letter of agreement between United Nations Development Programme (UNDP) and IARCSC, the Afghanistan Sub National Governance Programme (ASGP) agreed to support the recruitment of 50 interns in Paktika. The interns will participate in training and practical work for 6 months in Sharan, Paktika and will engage in practical work for the following 6 months of the year in their provinces.

The goal of the project is to help young high schools leavers Afghan Nationals to complement their development-oriented theoretical knowledge with practical experience in various aspects of multilateral technical and administrative fields through on the job training and learning by doing. The programme will facilitate the recruitment of the interns within the public administration through enhancement of their work skill and experience, and thus provide the Afghan government with sufficient qualified young professionals to implement its reconstruction and recovery programmes in an effective and efficient manner.

The project's overall strategy is designed to coach recently graduates of the Sub National Universities & High School students in various practical skills, in order to enable them to undertake administrative, technical and managerial responsibilities within the civil service structure of Afghanistan.

The specific objective of the project is:

- To provide civil service and public administration offices of the Afghan Government with the assistance of highly qualified young professionals specialized in various technical fields.

At the beginning of their assignment, brief orientation training will be conducted for the interns by IARCSC, this will be followed by a review workshop after each three months.

Although the interns will not be entitled to the receipt of a salary, but they will receive a monthly stipend of 6000 Afs. the fifty interns will attend the training in the provincial centre, Sharan, Paktika.

### **Responsibilities of Contractor**

The contractor will manage the intern programme under the direction of the IARCSC.

The programme is made up of training at the regional center for the first six months and practical experience in a provincial government office during the second six months.

The **objective** of the training is to increase the skills set of the interns, so they are able to apply to the cadre of trained civil servants who can assist public administration reform at the sub national level.

The formal training for the first six months will entail the basic civil servant training of English, computers and management. For the basic training, the training curriculum will be provided by the IARCSC and the space, trainers and facilities will be provided by the contractor for all the training.

The contractor and IARCSC will provide a one-week orientation for all interns before the formal and OJT training sessions begin.

The formal training will be divided into two parts:

A For the first six month training period, the interns will receive a half-day training in the following subjects according to IARCSC standard curricula:

- 1- Management
  - a. Leadership
  - b. Executive Management
  - c. General Management
- 2- Computer
  - a. Ms. Office
  - b. Ms. Excel
- 3- English Language

The training period will be for three hours per day or one hour of each subject during the afternoon of each working day.

During the same initial six month training period, the interns will do on-the-job training in selected government offices for the morning. The government offices that will provide space for

On-the-job Training (OJT) for the interns will be determined by the IARCSC Southern Regional Office.

The contractor is required to provide its plan for overseeing a guided, practical OJT experience for the interns in these offices. The plan should include a proposal for maintaining close contact with these offices (the IARCSC will arrange the positions for the interns.), securing work space and ensuring they are provided with useful work to perform that will prepare them for their placement in a provincial office

### **Practical Experience (second six months)**

At the end of their training period, interns will be placed in provincial offices for a six month period of practical work experience. On arrival in their provincial post, the interns are expected to be prepared to undertake the following tasks during their practical experience in a provincial office:

- Assist IARCSC regional office and the provincial recruitment committee in secretarial affairs and the recruitment of the grade 3 and below positions within their provinces.
- Announce the positions, distribute forms to candidates for senior positions and send the forms to the IARCSC regional office.
- Gather statistical data and information for the IARCSC regional offices.
- Assist the Capacity Building Coordinator of IARCSC regional office to conduct, support and monitor training programmes in the provinces.
- Research the positive and negative aspects of the PAR programme in the provinces and report to IARCSC regional offices on findings
- Collect appeals from civil servants within the provinces and send them to the IARCSC regional offices for action.
- Acquire the appeal's board regulation and distribute it to relevant offices within the provinces and its follow-up on needed assistance.
- Engage in data collection and development planning
- Assist in monitoring and evaluating government activities
- Assist in coordination of various government programmes
- Assist in training where appropriate
- Assist in communication of PAR

### **Responsibilities of the Contractor**

During the first six months, the contractor shall:

- Provide all facilities necessary for the basic and specialized training, including trainers for basic training, on the job coaches, equipment, training centre, refreshments and material production.
- Provide transport each day to job and training sites within the city of Sharan for all interns during the first six month training period

During the entire twelve months, the contractor shall:

- Coordinate with nominated personnel in the IARCSC on all aspects of the proposed training courses, procedures and support services;

- Evaluate participants' performances with the IARCSC throughout the year, report quarterly to IARCSC and make any necessary adjustments as required by IARCSC;
- Evaluate participants' performances at the end of the training to measure the effectiveness of the methods, materials and sessions, the competence of the resource persons and the overall course management;
- Provide end of period recommendations for improvements in the training and management process

On the management side

- Prepare payroll, pay monthly stipend to all interns and provide all supporting documents for reimbursement
  - Ensure all salaries are paid promptly
  - Appoint a part-time Course Director who will be responsible for ensuring the integrity, continuity and relevance of the course contents, and the day-to-day concerns of course implementation;
  - Appoint at least one full-time Course Coordinator who will take care of the administrative support services and oversee the trainers and coaches;
  - Supervise trainers and OJT coaches
  - Provide organizational management backup for all operational and financial matters
  - Arrange and host quarterly reviews with the interns at Paktika base (transport cost for interns to be borne by IARCSC)
  - Cooperate with IARCSC and ASGP on the monitoring and evaluation of the project
- and,
- Ensure the well-being of the interns during the entire period

## **Responsibilities of IARCSC**

The IARCSC will:

- Identify and recruit the interns
- Oversee the management of the contractor in concert with ASGP
- Facilitate activities of contractor at the regional level via the regional offices.
- Secure placement of interns in government offices in Paktika.
- Provide training curriculum for all courses and resource persons for advanced courses
- Award participants with standard IARCSC certificates after they complete all course requirements

## ***Selection***

Candidates for the Internship Programme will be selected by IARCSC on a competitive basis. A set of criteria will be established to select the best candidates: These may include but are not limited to age, education, English language proficiency, computer knowledge and some soft

skills such as verbal (eloquence, presentation), social (networking, leadership, team-player, gender awareness), strategic way of thinking, analytical approach to the issues etc.

To enhance its outreach, the programme will be broadly advertised through sub national media outlet including local radio and TV networks, newspapers and government websites. The programme will also be advertised in local schools in Paktika.

The maximum number of interns accepted for the year will be 50 people (male and female).

### **Responsibilities of ASGP**

ASGP will provide:

- Oversight Management of the contractor UNDP rules and procedures
- Overall monitoring and evaluation of the project
- Assistance in selecting the candidates

### **What the proposal from contractor should include:**

- Description of the company applying
- Any previous relevant experience
- Plan for training, including facilities
- Plan for OJT coaching
- Plan for administration, including the mechanisms for paying salary and any other HR issues.
- Plan for monitoring both the training and the practical work experience including plans for continued coaching during the practical stage.
- Plan for cooperation with IARCSC
- CVs for staff
  
- Cost proposal for 12 months operations and overhead
  - A provision of \$72,000 should be included in all cost proposals, which is the maximum amount to be paid as stipend of Afs6000 per month to 50 interns over a period of 12 months

**Annex IV- PROPOSAL SUBMISSION FORM**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Paktika Internship Training for the IARCSC for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

**ANNEX V, PERFORMANCE BANK GUARANTEE**

We [Bank name] have been informed that the United Nations Development Programme (hereinafter called "the UNDP") which has its Headquarter in New York concluded on date \_\_\_\_\_ a contract [contract title and No.] with [Name of the company] hereinafter referred to as "the Contractor" whom has its headquarter in \_\_\_\_\_ at a total price of \_\_\_\_\_ US dollars (\$ \_\_\_\_\_), to execute [Insert title of contract and brief description of works].

Whereas it has been stipulated in the Contract that the Contractor shall furnish the ASGP/UNDP with a Bank Guarantee by a recognized Bank for the sum specified thereafter as security for compliance with his obligations in accordance with the Contract,

Whereas we have agreed to give the ASGP/UNDP such a Bank Guarantee until the delivery of Goods, Services or works

Now therefore, this being stated, we, [BANK NAME] [BANK BRANCH], irrespective of the validity and the legal effect of the above mentioned contract and waiving all rights of objection and defense arising there from, hereby irrevocably affirm we are the Guarantor and responsible to you, and on behalf of the Contractor undertake to pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of [INSERT AMOUNT OF GUARANTEE IN FIGURES AND IN WORDS] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed hereunder or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days after the date of delivery stated in the Purchase order.

This guarantee is revocable only with the written consent of the ASGP/UNDP.

Parties hereby agree on the terms of this bank's guarantee letter.

SIGNATURE AND SEAL: \_\_\_\_\_  
Name of Bank/ Financial

Institution: \_\_\_\_\_

Adresse: \_\_\_\_\_

Sate: \_\_\_\_\_

**Annex VI-PRICE SCHEDULE**

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offeror's.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. The format below is an example, please include other expenses and costs that you see as necessary and omit any you feel are not relevant for your company. Please make any changes you feel are necessary.

Estimates for cost-reimbursable items, if any, such as travel expenses should be listed separately.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

In addition to the hard copy, if possible please also provide the information on diskette (IBM compatible).

**Salary and allowances**

No	Position	Number	Price per month	Months	Total cost	Remarks
1	Management Trainer					
2	Computer Trainer					
3	English Trainer					
4	Task Manager					
5	Course Director					
6	Course Coordinator					
7	OJT Coaches					
8	Support Personnel					
<b>Total</b>						

**Equipment (if necessary)**

No	Description	Number	Price per month	Months	Total cost	Remarks
1.						
2.						
3.						
8.						
9.						
<b>Total</b>				-	-	

**Administrative and finance**

No	Description	Number	Price per month	Months	Total	Remarks
1.	Training Center operation (6 months)					
2.	Interns' stipend payment	50	\$120	12	\$72,000	Standard inclusion for all bidders
3	Bank transfer charges					
4	Office back up costs (details)					
5	Travel costs of On the job Coaches					
6	Transport costs if necessary					
7	Other costs (detailed)					

**Grand Total**

No	Task	N/Unit	Price per month	Months	Total	Remarks
A	Salary and Allowances					
B	Operational Cost					
C	Admin/Finance Cost					
D	Miscellaneous 10%					
	<b>Total</b>					

## Annex VII Proposal Format

### ORGANIZATION’S DETAILS

Item	Details		
Legal Name of Organization and place of Registration:			
Organization’s Registration in Afghanistan:	<b>Registration No.</b>	<b>Date of Registration</b>	<b>Remark</b>
			<i>Scanned official copy of Afghanistan registration will be required to be produced upon demand.</i>
Address Details	Address (Street, town, Governorate):  Tel Number: Fax Number: E-mail:		
Type of Business	<b>Corporate/Limited</b>	<b>Partnership</b>	<b>Other (specify)</b>
Current Geographic Coverage	<b>All Afghanistan</b>	<b>Specify Provinces where your organization presently works</b>	

### ORGANIZATION’S BACKGROUND

*In not more than one hundred (100) words explain the origin and purpose of the organization*

### CONTACT DETAILS

Head of Organization

Name:		Telephone No.:	
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Name:		Telephone No.:	
Position:		Mobile No.:	
Email Address:		Fax No.:	

## Alternative Contact Person

Name:		Telephone No.:	
Position:		Mobile No.:	
Email Address:		Fax No.:	

## FIELD OF EXPERTISE

Identify below fields of expertise of the Organization

Human Resources Development/Training (please provide information on mechanisms used for this)

Category	Yes / No	Remarks
Capacity Building		
Training and Development		
Job Evaluation and Performance Appraisal		
Curriculum Design for public sector capacity development		
Management of Training Programmes		
Change Management		
On the job coaching		
Other (add below):		

Human Resource Management (please describe mechanisms used for this)

Category	Yes / No	Remarks
Recruitment, Selection and Placement		
Designing and Developing TORs and Job Descriptions		
Salary distribution		
Other (add below):		

## 4.3 Training Facilities

Category	Yes / No	Remarks
Space for 50 participants		
Computers available		
Facilities available (please describe including furniture, electricity etc.)		
Others (add below):		

## RESOURCES

Total Number of Professional Staff		Years in Existence in Afghanistan	
------------------------------------	--	-----------------------------------	--

Key Staff Experience (please attach CVs of all staff who will involved in this programme. Some of the trainers can do more than one session if they are qualified)

Field of Expertise	Years of Experience	Company staff/ Sub contracted staff
English Trainer		
Management Trainer		
Computer Trainer		
On the job coaches		
Task Manager		
Course Director		
Course Coordinator		
Accountant/ Book keeper		
Monitoring and Evaluation (if qualified can be part of one of the above positions)		
Other (add below):		

## METHODOLOGY

In addition to the work plans outlining the methodology of the project, this section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed and providing a detailed description of the activities and methods to be used.

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## FINANCIAL STATUS

*Provide details of the Company's Financial Status*

Item	Number of Projects	Value \$US
Estimated Gross Turn Over (2007)		
Gross Turn Over (2006)		
Gross Turn Over (2005)		
Gross Turn Over (2004)		
Maximum ceiling of contract value which your Company can work:		
USD 0 – 50,000		
USD 50,000 – 150,000		
USD 150,000 – 300,000		
USD above 300,000.		
Maximum "Bank Guarantee" amount available to the Company from bankers		

## BANKERS DETAILS

*Provide details of company's Bankers*

Item	Information
Bank Name	
Branch Address	
Name of Contact Person at bank	
Contact Numbers	

## PREVIOUS EXPERIENCE

Provide details for no more than 10 contracts including the three (3) highest contracts in value, ongoing and/or carried out by the Organization in the last 5 years, which best describes its capabilities.

Starting (Month / Year)	Completed (Month / Year)	Project Title – Type of Services Provided	Province	Total Value (USD \$)	Client

## Annex VIII Work Plan Format

Please use the annex attached which sets out the basic stages of the programme and fill in details of the activities and the resources needed for each stage. The resources includes what is needed in order to carry out the activities, such as personnel or equipment. Two weeks can be allowed for set up of the project. Please use the format provided as an example.

This plan should outline the methodology that will be used by the company. It should include:

- Plan for administration, including the mechanisms for paying salary and any other HR issues.
- Plan for the training and the practical work experience including plans for continued on the job coaching during the practical stage and how to monitor it.
- Plan for cooperation with IARCSC

### Work Plan Format for Internship Programme

	2010 - 2011	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Resources Needed
1.0	<b>Set up the programme</b>													
1.1														
1.2														
2.0	<b>Training in basic CSC curriculum</b>													
2.1														
2.2														
3.0	<b>Training in specialized subjects</b>													
3.1														
3.2														

4.0	<b>Practical work experience in Uruzgan</b>													
4.1														
4.2														
6.0	<b>On the job coaching</b>													
6.1														
6.2														
7.0	<b>Monitor performance of interns</b>													
7.1														
7.2														
8.0	<b>Admin/ HR issues</b>													
8.1	Distribute salaries to each intern													
8.2														

Company Name: \_\_\_\_\_

Contact Person : \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_