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Request for Proposal (RFP)

Date: 27, June, 2010

Dear Sir/Madam,

Subject: Provision of International training and study program on intergovernmental fiscal transfers for Afghan Government officials

1. You are requested to submit a proposal for a Provision of International training and study program on intergovernmental fiscal transfers for Afghan Government officials
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	Price Schedule	Annex V

3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **15:00pm local time 15, July, 2010**

UNDP Afghanistan,
Procurement Unit
Attn: ASGP Project
RFP# -
Shah Mahmood Ghazi Watt,
Kabul, Afghanistan,
Tel: +93 20 210 1682 –
89, Fax: + 873 763 468 836
Website: 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,

ASGP/UNDP
Procurement Unit

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

Provision of Two-week (14 nights) international training and study in intergovernmental fiscal transfers in South East Region Countries in July or August

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

2. 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.

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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 language, and Pashtu/Dari according to the language of each province. Any printed literature furnished by the Offeror may be written in English.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

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

- (a) Technical Proposal Submission Form
- (b) Offeror's Organization and Experience
 - A Offeror's Organization
 - B Offeror's Experience
- (c) Complete proposal submission form
- (d) Operational and technical part of the proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (e) Curriculum Vitae (CV) for Proposed Professional Staff
- (f) Implementation Schedule

2. Financial proposal consists of the following: (Separate Envelope)

- (a) Price schedule, completed in accordance with Annex V;

8. Proposal form

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

(a) Management plan

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 the procuring UNDP entity.

(b) Resource 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.

(c) Proposed methodology

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications required for Provision of International training and study program on intergovernmental fiscal transfers for Afghan Government officials.

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. If a local company wins the competition the contract will be made in Afghani based on UNDP exchange rate on the date of proposal opening.

11. Period of validity of proposals

Proposals shall remain valid for one hundred and twenty (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 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.

(a) The outer envelope shall be:

- addressed to –
ASGP Procurement Unit

ASGP/UNDP

Shah Mahmood Ghazi wat,

Kabul Afghanistan

Tel: +93 703333006, Fax: + 873 763 468 836

Website: www.undp.org.af

- marked with –“**RFP: Provision of International training and study program on intergovernmental fiscal transfers for Afghan Government officials**

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 **15, July, 2010, at 15:00 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, 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 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 contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the Contractor offering the lowest price.

22. Performance security

Within Seven (7) days of the receipt of contract from the ASGP/UNDP, the successful supplier shall furnish Performance Security for the due performance of the Contract in the amount Five (5%) of the contract Price, using for that purpose the Performance Security Form furnished as Annex v.

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

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	40%	400					
2.	Proposed Work Plan and Approach	40%	400					
3.	Personnel	20%	200					
Total			1000					

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	80					

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organization submitting proposal							
	(Competence / Reliability)						
1.2	Litigation and Arbitration history	45					
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)	85					
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.	45					
1.5	Quality assurance procedures, warranty	35					
1.6	Relevance of: - Specialized Knowledge - Experience on Similar Program / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programs	110					
		400					

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?	30					
2.2	Have the important aspects of the task been addressed in sufficient detail?	25					

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Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.3	Are the different components of the project adequately weighted relative to one another?	20					
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	55					
2.5	Is the conceptual framework adopted appropriate for the task?	65					
2.6	Is the scope of task well defined and does it correspond to the TOR?	120					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	85					
		400					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
3.1	Task Manager	80					
		Sub-Score					
	General Qualification	65					
	Suitability for the Project						
	- International Experience	10					
	- Training Experience	10					
	- Professional Experience in the area of specialization	35					
	- Knowledge of the region	10					
	- Language Qualifications	15					
		80					

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Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
3. 2	Senior Expert		80					
		Sub-Score						
	General Qualification	50						
Suitability for the Project								
	- International Experience	5						
	- Training Experience	5						
	- Professional Experience in the area of specialization	15						
	- Knowledge of the region	0						
	- Language Qualifications	5						
		80						
3. 3	Junior Expert		40					
		Sub-Score						
	General Qualification	15						
Suitability for the Project								
	- International Experience	5						
	- Training Experience	5						
	- Professional Experience in the area of specialization	10						
	- Knowledge of the region	0						
	- Language Qualification	5						
		40						
Total Part 3			200					

E. Award of Contract

23. 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.

24. 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.

25. 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.

26. Performance security

Within 7 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 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 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 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

INTERNATIONAL TRAINING AND STUDY PROGRAM ON INTERGOVERNMENTAL FISCAL TRANSFERS FOR AFGHAN GOVERNMENT OFFICIALS IN ORDER TO BUILD THEIR CAPACITY FOR BUILDING AND OPERATING AN INTERGOVERNMENTAL FISCAL TRANSFER SYSTEM IN AFGHANISTAN

Afghanistan Sub-national Governance Programme (ASGP)

UNDP Project Title:	Afghanistan Sub-national Governance Programme (ASGP)
Type of Service to be provided:	Provision of international training and study in intergovernmental fiscal transfers
Location:	South East Region Countries
Duration:	Two-week (14 nights) international training and study tours to be organized in July or August 2010
Training Provider Responsibilities:	To organize a two-week international training and study tour (for 15 participants) in July or August 2010 at a public finance institution of the south east region countries that has a high degree of credibility and experience in designing, developing, conducting and evaluating required courses and suggesting follow up activities to transfer skills and knowledge to home environment

Background

The Afghanistan Sub-national Governance Programme (ASGP) of UNDP is playing a key role in developing capacity and systems to ensure effective implementation of the governance strategies outlined in the Afghan National Development Strategy and the Afghanistan Compact, and to meet the challenges identified for sub-national governance. The programme has three major components and one support component:

- i) Support to Central government agencies responsible for formulating and implementing sub-national governance policy and developing the legal, regulatory and institutional framework. This support is focused on developing awareness on the functions of the Central government, facilitating national dialogue on sub-national governance, and technical support to key

ministries at Central level and to their sub national governing units in developing sub national governance policy and laws for Afghanistan those meets the aspirations of the people of Afghanistan.

ii) Support to the government's public administration reform strategy to build institutional and administrative capacities in provincial and district administrations to manage basic service delivery through reforming organizational structures, streamlining management processes, developing essential skills and knowledge of civil servants and improving management of public service delivery.

iii) Support for the development of representation and participation in sub-national governance by strengthening the capacity of provincial councils, supporting knowledge sharing and exchange among provincial councils and conducting awareness-raising and civic education campaigns to help citizens participate in conflict-sensitive governance.

iv) Provide support on strengthening national capacities in programming, administrative management, financial management, systems design to enable GOA counterparts in transition to full national implementation of the programme within three years.

The programme has assisted the government in developing a comprehensive Sub-National Governance (SNG) Policy that is mandated by a presidential decree issued in May 2008. In this policy, a transparent, efficient and equitable intergovernmental fiscal transfer system is proposed to address the efficiency and equity challenges that exist in the current subnational planning and finance system. Under the policy, each concerned sectoral ministry will develop a formula to decide the allocations amongst provinces, which will provide a budget envelop for provincial planning in that specific sector. (In Afghanistan, all revenues go to the central government, and provinces do not have revenues.) Developing the capacities of concerned sectoral ministries to design and implement sector-specific transfer formulae remains a big challenge for the implementation of the SNG Policy.

TRAINING DETAILS

Participants

Fifteen Participants will be selected for the training by the Independent Directorate of Local Governance (IDLG) that has a mandate from the Government of Afghanistan to develop a comprehensive legal and regulatory framework for sub national governance in Afghanistan. IDLG will provide secretariat to the Cabinet Committee on Subnational Planning and Finance that will, among many other things, approve the transfer formulae proposed by each concerned central authority. A Sub Unit within the Policy Unit of IDLG will be the focal point for the implementation of the subnational planning and finance policy that is a part of the SNG Policy.

Participants would include staff from IDLG Policy Unit, officials from Ministry of Finance, finance directors and/or other concerned officials from sectoral ministries, who will be heavily involved in the development and administration of an intergovernmental fiscal transfer system in Afghanistan.

The participants may not know English. Hence, ASGP will provide one translator and one coordinator. The training institution must consider this aspect so that adequate time is provided for translation and assimilation of the training inputs.

Training Objectives

The primary objective of the international training and study tour is to build the capacity in the concerned central authorities to design, develop and administer an intergovernmental fiscal transfer system that will help improve the efficiency and equity in the use of public resources in Afghanistan.

Training Strategy

Program consists of one-week classroom training and field visits to concerned entities that regulate fiscal transfers in India such as Finance Commission and Planning Commission. There will be fifteen participants in each tour including one translator and one coordinator.

At the end of the program, participants will have a considerable level of understanding of the generally accepted guidelines and criteria for a good intergovernmental fiscal transfer system as well as theoretical and practical considerations in designing and operating such a system, have ideas to take back and apply in the design and operation of such a system in Afghanistan, and have a list of network partners, with whom they can keep in touch with for future interaction.

Key Outcomes Expected

1. A broad-based understanding of the theories, principles and criteria regarding the design of a good intergovernmental fiscal transfer system.
2. Program participants from concerned central authorities equipped to design and administer an intergovernmental fiscal transfer system.

Training Approach and Methodology

- Prepare a detailed training and study program in line with the objectives and areas of enquiry and strategy outlined above, in draft format for discussion, in course of time to be followed by a detailed (hour-to-hour) itinerary
- Include study visits to authorities governing fiscal transfers in India such as Finance Commission and Planning Commission, and discussions and exchanges with policy makers at these authorities.
- Class room training should constitute 60% of the time in the host country

- Manage and facilitate the procedures for obtaining visas for participants
- Ensure that English-speaking senior staff of the training institution accompanies the participants during the site visits
- Organize all in-country transport, meetings, accommodations, meals and other logistics

A suggested schedule for the training is provided below would be for two weeks.

Day 1

Training on expenditure assignment, including theories, principles and international best practices regarding what expenditure functions are best discharged at what government level (central, provincial/state, local)

Day 2

Training on design of transfer formula, including theories, principles and international best practices; identification of criteria used in the formula and assigning of their weights

Day 3

Training on the implementation and operation of an fiscal transfer system including transitional issues such as hold-harmless arrangements

Day 4

Presentation by Finance Commission and follow-up discussion

Day 5

Presentation by Planning Commission and follow-up discussion

Training Provider

The training provider will:

- Provide single accommodation (in four-star hotel or above) that is proximate to the training facility, and accessible to *Halal* food;
- Provide lunch for participants during the training and field visits;
- Provide transport to and from the airport and for study visits;
- Coordinate with the Research Specialist working on subnational planning and finance in the ASGP on all aspects of the proposed training and study, procedures and support services;
- Facilitate processing of participants' visas;
- Provide pre-departure briefing materials for participants. This will cover details of the training and study program, country brief, lodging, boarding and travel arrangements, and other pertinent information;
- Implement all required pre-training activities so as to ensure smooth conduct of the training program;
- Ensure that the training institution appoints a full-time Course Director at a senior level who will be responsible for the integrity, continuity, quality and relevance of the training contents, and taking care of the day-to-day concerns of course implementation;

- Ensure that the training institution appoints at least one Course Coordinator who will take care of the administrative support services;
- Ensure that the training institution evaluates participants’ performance throughout the training and adjusts the contents as required;
- Ensure that the training institution evaluates participants’ performance 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;
- Ensure that the training institution makes the program relevant to the realities with regard to subnational finance in Afghanistan; and,
- Ensure that the training institution awards participants with certificates after they successfully complete all course requirements.

Client

The client will provide:

- Resume and copies of participants’ passports;
- Confirm the schedule with at least three-week lead-time; and,
- An ASGP translator-interpreter and an ASGP coordinator to assist participants during the course.

Summary

<p>Expected outcome and Expected indicators</p>	<p>Expected outcome: Capacity of sectoral ministries and other concerned central authorities to design, develop and implement a formula-based intergovernmental fiscal transfer system.</p> <p>Outcome indicators, baseline and target:</p> <p>The outcome indicators are: Program participants from concerned Afghan central authorities fully equipped to design and implement sub national governance policy.</p> <p>The baselines are: The capacity of concerned central authorities in Afghanistan to develop an efficient and equitable intergovernmental fiscal transfer system at present is low.</p> <p>The target is building of capacity within concerned central authorities in Afghanistan to develop an efficient and equitable intergovernmental fiscal transfer system.</p>
<p>Expected outputs and indicators</p>	<ol style="list-style-type: none"> 1. A considerable level of understanding of basic theories, principles and international practices concerning intergovernmental fiscal transfers by relevant Afghan government officials. 2. The represented sectoral ministries capable to plan

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	assignment of expenditure responsibilities between the center and the provinces. 3. The concerned government authorities capable to develop and operate a formula-based fiscal transfer system.
Implementing agency	The Independent Directorate of Local Governance (IDLG)
Implementing partners	ASGP/UNDP

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 International training and study

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program on intergovernmental fiscal transfers for Afghan Government officials 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: _____

Address: _____

Sate: _____

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No	Description	Number	Price per month	Months	Total	Remarks

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%					
Total						