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**PLEASE READ CAREFULLY**

CHECK LIST FOR COMPLETE BID SUBMISSION*	Provided	
	Yes	No
BID IS PROPERLY SEALED		
LANGUAGE OF BID IS AS REQUESTED (ENGLISH)		
HARDCOPY ONE (1) ORIGINAL AND ONE (2) COPIES		
DOCUMENTS AND ENVELOPES SHALL BE MARKED "ORIGINAL" AND "COPY" AS APPLICABLE		
TECHNICAL AND FINANCIAL PROPOSALS ARE IN SEPARATE ENVELOPE AND SHALL BE MARKED WITH "RFP No. UNDP/AFG/2010/0393 - Evaluation of Law and Order Trust Fund (LOTFA) for Afghanistan Phase 5"		
"COPY" OR ORIGINAL AS APPLICABLE		
TECHNICAL ENVELOPE		
Form-1 Technical Proposal Submission Form		
FORM-2 Offeror's Organization and Experience A Offeror's Organization B Offeror's Experience		
FORM-3 Description of the Approach, Methodology and Work Plan for Performing the Assignment		
FORM-4 Team Composition and Task Assignments		
FORM-5 Curriculum Vitae (CV) for Proposed Professional Staff		
FORM-6 Staffing Schedule		
FORM-7-Implementation Schedule		
ATTACHMENT VI - Price Schedule (in separate envelop)		



Request for Proposal (RFP) Cover Letter

Date: January 27, 2011

Dear Sir/Madam,

Subject: RFP No. UNDP/AFG/2010/0393 - Evaluation of Law and Order Trust Fund (LOTFA) for Afghanistan Phase 5 (Re-advertisement)

1. You are requested to submit a proposal for Evaluation of Law and Order Trust Fund (LOTFA) for Afghanistan Phase 5 for UNDP Afghanistan, as per enclosed Terms of Reference (TOR).
2. All proposals are subject to the Instructions to Offerors and such other provisions, specifications and instructions as are attached or incorporated herein by reference (hereinafter collectively called " Request for Proposal" or "RFP"). Solicitation documents hereunder include:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract (Annex II)
 - iii. Terms of Reference (TOR) (Annex III)
 - iv. Bid Data Sheet (Annex IV)
 - v. Proposal Submission Form (Annex V)
 - vi. Price Schedule (Annex VI)
 - vii. Acknowledgement Letter (Annex VII)
 - viii. Technical Form (Annex VIII)
 - ix. Model Contract form (Annex IX)
3. To enable you to submit a proposal, your offer comprising the Technical Proposal and the Financial Proposal, in separate sealed envelopes should reach the following address no later than **Tuesday 15, February, 2011 at 15:00 hours / 3:00pm Kabul time.**

Address: United Nations Development Programme (UNDP)
Shah Mahmood Ghazi Watt
Kabul, Afghanistan

Attention Procurement Unit

4. Interested parties are welcome to send any queries they may have with regard to this RFP through email procurement.af@undp.org up to 5 days prior to the last date for submission of proposal. If you request 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. Your submission will be considered upon the provision with this RFP the following, failure in providing the requested documents may ground for disqualification of the Offeror.
 - **Company Profile**
 - **Minimum of three years of experience in the relevant field**
 - **Reference list (Client list)**
6. The recipients of this RFP are requested to acknowledge receipt of this solicitation document and any amendments thereto to UNDP Afghanistan by completing the Annex VII acknowledgement letter. The acknowledgement letter must be signed stamped and should be sent via email to procurement.af@undp.org five days after receipt of this RFP.
7. *A Pre-Proposal meeting will be held on **Sunday 06, February, 2011 at 10:00 am** at UNDP compound, to familiarize the Offerors with the requirements. The representatives of the Offerors are requested to confirm their presence. The representatives of the Offerors are requested to reach UNDP compound Main Gate at 09.50 am on the stipulated date.*
8. UNDP reserves the right to enter into contract with more than one company.

Yours sincerely,
Procurement Unit
UNDP Afghanistan



Annex I-Instructions to Offerors

A. Introduction

1. General

Purpose of RFP: LOTFA evaluation phase 5, as per enclosed Terms of Reference (TOR) as Annex III.

2. Cost of proposal

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

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. 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 language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

Technical proposal consists of the following seven sections: (separate envelope) (Annex VIII)

[FORM-1 Technical Proposal Submission Form](#)

[FORM-2 Offeror's Organization and Experience](#)

[A Offeror's Organization](#)

[B Offeror's Experience](#)

[FORM-3 Description of the Approach, Methodology and Work Plan for Performing the Assignment](#)

[FORM-4 Team Composition and Task Assignments](#)

[FORM-5 Curriculum Vitae \(CV\) for Proposed Professional Staff](#)

[FORM-6 Staffing Schedule](#)

[FORM-7 Implementation Schedule](#)

Financial proposal consists of the following: (Separate Envelope)

[Completed Proposal Submission Form \(Annex V\)](#)

[Completed Price Schedule \(Annex VI\)](#)



8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:
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. Period of validity of proposals

Proposals shall remain valid for one hundred twenty days (**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.

10. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
 - (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
 - (c) Price schedule, completed in accordance with clauses 8 and 9;
 - (d) organizational profile, track record and proposed key staff CVs
- The Offeror must provide reference to previous similar projects implemented by the Company or Organization;



- The proposal must contain background or area of specialization of the Company or Organization.

11. 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 organisational 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.

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.

- (d) Quality Assurance Mechanism which will be put in place, how quality can be assured, or is guaranteed, by the Offeror.

12. 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.

13. Proposal currencies

All prices shall be quoted in US dollars or any convertible currency (*UN exchange rate shall be applicable*).

14. 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.

15. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

B. Submission of Proposals

16. 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 –

Address: **United Nations Development Programme (UNDP)**
Shah Mahmood Ghazi Watt
Kabul, Afghanistan

Attention **Procurement Unit**

and,

- marked with –

“RFP No. UNDPAFG/2010/0393 - Evaluation of Law and Order Trust Fund (LOTFA) for Afghanistan Phase 5”

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

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

17. Deadline for submission of proposals

Proposals must be received by the UNDP at the address specified under clause *Sealing and marking of Proposals* no later than **Tuesday 15, February, 2011 at 15:00 hours Kabul 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 and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Proposals

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

19. 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

20. 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.

21. 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.

22. 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.

23. 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 contractor will be awarded to the Contractor offering the lowest price.

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	25%	250					
2.	Proposed Work Plan and Approach	35%	350					
3.	Personnel	40%	400					
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



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	General Organisational Capability which is likely to affect implementation (example. Experience of coordination with Ministries, police, international agencies in Afghanistan; experience in developing media, knowledge products, training tools.)	50					
1.3	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.	50					
1.4	Quality assurance procedures, warranty	30					
1.5	Relevance of: - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes	70					
		250					

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?	80					
2.2	Have the important aspects of the task been addressed in sufficient detail?	50					
2.3	Is the conceptual framework adopted appropriate for the task?	60					
2.4	Is the scope of task well defined and does it correspond to the TOR?	80					
2.5	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	80					
		350					

Technical Proposal Evaluation Form 3		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Personnel							
3.1	Senior Expert 1	200					
		Sub-Score					



	General Qualification		100						
	Suitability for the Project								
	- Training Experience	50							
	- Professional Experience in the area of specialisation	50							
	- Language Qualifications		100						
			200						
3.2	Other professional staff			200					
			Sub-Score						
	General Qualification		100						
	Suitability for the Project								
	- Training Experience	50							
	- Professional Experience in the area of specialisation	50							
	- Language Qualification		100						
			200						
	Total Part 3			400					

E. Award of Contract

24. 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 Offerors 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.

25. 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.

26. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

27. Performance security

Within 30 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 for Professional Services

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.

C. 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.



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)

1. Background

Rebuilding the national civilian police force for national security and recovery represents one of the Government's highest priorities. The Afghanistan National Development Strategy (ANDS) envisions a professional, disciplined and reinvigorated police force that is responsible and loyal to the Ministry of Interior (MoI), widely visible to and respected by the public, and capable of protecting rights, insurgency and drug trafficking.

International community support for rebuilding the Afghan police force started from the beginning of the establishment of the Afghan Interim Government in 2002, as stipulated by the Bonn Agreement. In May 2002, at the request of the Government and UNAMA, UNDP established a Law and Order Trust Fund for Afghanistan (LOTFA) to enable the police to return to operation throughout the country.

LOTFA is envisaged to cover the Government's police-related costs and undertake project activities in conjunction with the MoI in the following order of priorities:

- Payment of the police force remuneration;
- Institutional development;
- Procurement, maintenance and operations of non-lethal police equipment and supplies;
- Rehabilitation, maintenance and operations of police facilities;
- Gender Orientation(Selection, recruitment and training of police); and
- Payment of remuneration of uniformed personnel employed by the Central Prisons Department through specially earmarked contributions.

The first four phases of the project have been completed and the project is currently in phase V (August 2008 – December 2010). The United States, Japan, European Union, Canada, Netherlands, Germany, United Kingdom, Switzerland, Norway, Denmark, Finland and Italy are the major contributors to LOTFA. The institutional oversight mechanisms for LOTFA include a Steering Committee comprised of all donors, an independent Monitoring Agent and regular audits besides project and UNDP Country Office periodic monitoring. UNDP is the administrator of the fund and provides technical assistance for the implementation of fund priorities.

While LOTFA is a mechanism for receipt and administration of the funds, there a number of policy and institutional factors which have a bearing on the performance of LOTFA. Although some progress has been made towards reforming MoI and its police force through the pay and rank reform, introduction of Electronic Payroll System, Electronic Fund Transfer, promulgation of new policies, procedures and regulations, and improvement of the gender balance, many



challenges remain to be overcome. For instance, the Government of Afghanistan does not currently have the ability to cover core remuneration costs for the ANP from its own revenue sources; raising concerns about the sustainability of MoI reforms and the viability of the LOTFA exit strategy - although some vital steps have been taken towards this in phase-V and proposed for phase-VI.

2. Purpose of the Evaluation

As per the UNDP project management cycle, a final evaluation of the project is to be conducted at the end of each project. Therefore, after the completion of the phase V of the project, it should be evaluated. The main purpose of the evaluation would be to assess the effectiveness and impact of LOTFA in meeting its stated objectives during the two year and four months' period.

The evaluation should also provide lessons learnt and recommendations that can help improve the effectiveness of the Phase VI of LOTFA. These will be extremely valuable for UNDP as it works to improve the planning, design and management of the LOTFA Phase VI and for the international community to continue support to LOTFA.

3. Scope and Focus

The evaluation will cover all priorities of LOTFA-V and results achieved in each priority area. The evaluation team will analyze the implementation, outcome, outputs, impact, and sustainability dimensions of LOTFA. In looking at the sustainability dimensions of LOTFA, the evaluation team should identify the gaps between the medium and long-term needs of MoI and LOTFA support. For example, when looking at gender mainstreaming, the team should look not only at the recruitment of women, but whether those women have remained with the police force; and if not, what are the areas LOTFA could engage with to ensure retention of female police officers.

Each of these aspects will be assessed as follows:

- i. Effectiveness:** Provide a comprehensive analysis of effectiveness of LOTFA in phase V vis a vis its pre-stated outputs. The evaluation should review all outputs of LOTFA and respond to the below questions:
 - a.** Did timely payment of police and Central Prisons Department remuneration ensure effectiveness and efficiency in performance? How effective has been increments in police salaries?
 - b.** Has the Electronic Payroll System (EPS) and Electronic Funds Transfer (EFT) contributed towards accountability and transparency in police salary payment?
 - c.** How effective have the capacity development initiatives undertaken by LOTFA been? Have the initiatives been adequate and resulted in sustainable capacity in the target MoI departments at the central, provincial and regional offices?



- d. Has contribution towards gender mainstreaming in MoI been cost effective and adequate leading to greater gender balance and awareness? Have capacity development initiatives towards gender mainstreaming in MoI been effective and efficient? Have these initiatives led to greater recruitment and retention of female police officers?
 - e. To what extent have construction and procurement activities added to improvement in police mobility and responsiveness and living conditions? Have the initiatives undertaken under phase V contributed towards overall improvement in police service delivery?
- ii. Impact:** Take stock of overall LOTFA impact and respond to the questions below:
- a. To what extent has LOTFA impacted the wider objective of re-building the ANP? In particular, what changes, both positive and negative, both intended and unintended, can be attributed to the interventions?
 - b. What is the estimated impact of the LOTFA funding level on the police reform and overall security in the country?
- iii. Sustainability:** The evaluation should have an in depth review of LOTFA sustainability and provide recommendations for future improvements in terms of sustainability, both financially and substantively:
- a. To what extent will LOTFA benefits and results be maintained after its exit?
 - b. To what extent have the funding requirements for the LOTFA been met and how have shortfalls been managed? How predictably and regularly have resources been supplied to LOTFA? What can be done to improve the predictability and sustainability/efficiency of fund raising?
 - c. To what extent are LOTFA's capacity building initiatives/trainings sustainable?
 - d. To what extent is the GoA taking measures for the fiscal sustainability of the ANP.
- iv. National Ownership:** UNDP weighs national ownership as the highest priority and it is no different in LOTFA. All fund activities are nationally led and owned for sustainable result delivery. Hence, the evaluation should give this aspect specific consideration and respond to the questions below:
- a. How effective has LOTFA been in garnering national ownership of the activities? What have been the best practices? Where has the project not been able to deliver on enhancing national ownership?
 - b. How much support has the Government provided to LOTFA's efforts to garner national ownership?
 - c. Provide a comprehensive analysis of the overall national ownership building effort and set out the strengths and weaknesses; in addition, provide a baseline for future efforts.



- v. Monitoring and Evaluation (M&E):** LOTFA has recruited an independent Monitoring Agent (MA) in addition to a full time M&E officer. The review should also take stock of the performance and effectiveness of M&E efforts:
- a.** The evaluation should review the overall performance, effectiveness and efficiency of the MA and identify strengths and weaknesses of the team.
 - b.** Review the system of MA findings implementation and find strengths and weaknesses of the process.

5. Recommendations

Based on the evaluation, the team will provide:

- Provide recommendations for improving effectiveness of LOTFA efforts;
- Provide recommendations for improvement in sustainability aspect of funded activities;
- Provide recommendations for improvement of national ownership;
- Provide recommendations on improving the M& E of LOTFA.

6. Review Process and Methods

A team of experts/institution will be hired to engage in a consultative process with the relevant GoA institutions, International Community, LOTFA Steering Committee members, LOTFA Trust Fund Administrator, and to assess the challenges and processes and provide recommendations for the future. An initial meeting could be conducted jointly with the Steering Committee members to provide a common direction to the evaluation, identify the major focus areas and agree upon key results.

The Review Team will be requested to prepare and submit to the UNDP Country Office an inception report with an outline of the methodology that will be followed for the evaluation.

The inception report will contain, but will not be limited to the following information:

- List of all key documents and resource people for the review exercise. The review mission will be provided with the available written documentation (Terms of Reference for LOTFA, programme documents, previous evaluation report, monitoring reports (including that of MA), project quarterly progress and annual financial reports, minutes of the Steering Committee, etc).
- Work programme for the evaluation exercise.
- Draft of detailed programme for regional visits and consultation meetings.
- First cut of criteria and indicators for assessing the relevance, effectiveness and efficiency of LOTFA operations.
- List of specific questions and concerns relating to the review to which LOTFA Steering Committee would respond.



Upon arrival of the evaluation mission in Kabul, a meeting will take place among all concerned parties to review and finalize the proposed work plan and methodology. The mission will meet with UNDP, LOTFA project management, National Director for the project, MoI and MoF staff, MA team members and donors to receive answers to possible particular questions that the mission would like to look into prior to field visits.

Following these initial meetings the mission will have meetings in Kabul and the provinces (visiting provincial MoI departments) and hold discussions mainly with the police personnel, national project staff, local authorities, members of the public, donors and implementing partners, if necessary. The mission members would look into systems and processes adopted at different levels.

A participatory approach will be used throughout the review.

7. Deliverables

The consultancy will produce the following deliverables:

Inception Report
(as indicated earlier)

Preliminary conclusions

The Review team/institution will draft the preliminary conclusions one week prior to the end of the mission to be shared in meetings with all concerned, for obtaining reactions to these observations and conclusions. A particular effort will be made to obtain the views of the Government implementing agency (MoI), the LOTFA project management team, donors and UNDP staff during these meetings. Prior to its departure from Kabul, the Team Leader will submit the draft report.

Review Report

Within three weeks after receipt of the comments and observations on the draft report, the Review Team will submit a final report.

- The language of the report should be English
- 5 hard and soft copies should be delivered
- The soft copy should be compatible with MS Office Word and Acrobat Reader
- A five page long stand-alone executive summary should be submitted

Presentation of the Report

Once the report is finalized between UNDP and evaluation team, one of the team members will present the report to the LOTFA SC (Government and donor counterparts).



8. Team Composition

The evaluation team could consist of about three members (from an institution or individuals). The team leader (an international consultant) will take the overall responsibility for reviewing documents, undertaking field visits, conducting interviews and preparing draft and final reports.

National specialist will also be part of the team who may be separately hired by the institution to support the team leader in reviewing documents, undertaking field visits and conducting interviews as well as doing interpretation as required.

Minimum Qualification and Experience required for the Team members:

- Advance degree in law, public affairs or international developments studies;
- At least 15 years of experience in the area of democratic governance, security sector or police reform, of which at least five years should be experience of working for, or closely partnering with, international organizations working in a developing country context;
- Experience in evaluation of law enforcement and capacity building projects;
- Extensive experience in conflict countries, institution and state building initiatives; Knowledge of Afghanistan country context and the state's institutional framework;
- Experience in undertaking evaluation reviews/studies and impact assessments of development projects; Knowledge of management and implementation of Trust Funds;
- Ability to present information in transparent and comprehensive manner;
- Written and spoken fluency in English, knowledge of local languages is an asset

Minimum Qualification and Experience required for the National Specialist:

- University degree
- At least five years of experience in the area of democratic governance, law or judicial
- This expertise may have been gained in the private sector, NGO, international organizations or public sector
- Should have full command on Dari, Pashto and English languages

9. Timeline

The mission will be for a period of two months.

- Briefing, review of documentation – 5 days
- Inception Report - 1 week
- Consultations, field missions – 2 weeks
- Preliminary Conclusions- 1 week
- Draft Report – 2 weeks
- Receipt of comments and final report – 2 weeks



10. Procedures and Logistics

UNDP-LOTFA will be responsible for organizing and facilitating the evaluation. UNDP-LOTFA will provide all related documents and logistical support, arrange meetings and facilitate the field visits.

Throughout the mission the evaluation team will be supported by the following staff:
UNDP and LOTFA Project Staff

11. Funding

The review will be supported by the Trust Fund.



Annex IV – Proposal Data Sheet

The following specific data for the goods and services to be procured shall complement, supplement or amend the provisions in the Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail.

Deadline for Submission of Bids:	15 February 2011, 15:00 hours (Kabul local time)
Bids to be received at:/Bids to be marked:	<p>Procurement Unit Shah Mahmood Ghazi Watt. Kabul, Afghanistan United Nations Development Programme (UNDP) +93 20 2101682-91 / +873 763 468 863</p> <p>ATTENTION: “ PROCUREMENT UNIT”</p> <p>SEALED PROPOSAL: RFP No. UNDPAFG/2010/0393 - Evaluation of Law and Order Trust Fund (LOTFA) for Afghanistan Phase 5</p> <p>DEADLINE: On or Before 15 February 2011, 15:00 hours (Kabul local time)</p> <p>NOT TO BE OPENED BY REGISTRY</p>
	<p>Proposals are to be submitted by the deadline as stated above as sealed proposals providing they are <u>signed and stamped</u> in all relevant places.</p> <p>Please send your proposal in good time. It is the Bidder’s responsibility to ensure that proposals sent by courier and are received by the deadline.</p> <p><u>Proposals submitted by fax or to any e-mail address will be rejected. Late bids will not be accepted.</u></p>
Services to be provided in (Country):	Afghanistan.
Bid Validity Period:	120 days.
Deviations:	Any deviation must be disclosed in writing
Partial bids:	<i>Partial bid will not be considered.</i>



Language of the Bid:	English.
Oral and written communication must be directed to UNDP Afghanistan office:	UNDP Afghanistan Procurement Unit E-Mail: procurement.af@undp.org
Requests for additional information:	Must be received at least five (5) working days before the Deadline for Submission of proposals. Bidders are encouraged to raise queries as early as possible.
Bid submission:	<p>THE FOLLOWING MUST BE INCLUDED IN THE PROPOSAL SUBMISSION (1 ORIGINAL AND 2 COPIES):</p> <p>A. PROPOSAL SUBMISSION FORM (Annex 5)</p> <p>Bid submission form: Fully completed and duly authorized with signature INCLUDING CONTACT DETAILS OF BIDDER</p> <p>B: Suppliers Qualifications</p> <p>5.1 Profile of the company: Giving a brief description of the company</p> <p>5.1.1 Details of years in business: The company must document having a minimum of three years experience</p> <p>5.2 Other Reference Documents:</p> <p>5.2.1 List of Key Employees & Qualifications: The company must provide a list of employee(s) who will actually perform the services. The list shall include, name, task to be performed, qualifications, number of years experience performing the task and photocopies of any relevant education documents which are relevant to the services to be provided.</p> <p>5.2.3 Bank Credit Reference: The eligible Bidder must include a credit reference issued by reputable, internationally recognized bank.</p> <p>5.2.4 Licenses: licenses held by employees</p> <p>C) FINANCIAL (Annex 6)</p>



6.1. Price schedule form: Fully completed and duly authorized.
(See Annex 6, Price Schedule Below).

All submittals shall bear seal/marketing/signature of bidder. UNDP Afghanistan may request additional supporting documentation.

Failure to provide all the above mentioned information may result in the bid being rejected. Bids that are unclear or leave room for interpretation will be considered non-responsive and will not be evaluated.

NOTE: After receipt of bids, UNDP reserves the right to request any additional information or seek clarifications from the bidder to ascertain responsiveness of offers received



Annex V – 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 Recruitment, placement and administrative management services of staff in Afghanistan 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 _____

D. Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf

Annex VI – Price Schedule

The Contractor is required to submit the Price Schedule in a separate envelope from the rest of the RFP response, as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

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

The Price Schedule must provide a detailed cost breakdown, including separate figures for each functional grouping or category.

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

The format shown on the following pages is a SAMPLE that could 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.

Price Schedule:

RFP No. UNDPAFG/2010/0393 - Evaluation of Law and Order Trust Fund (LOTFA) for Afghanistan Phase 5

Description	Total Cost USD
1. Fees and Salaries	
2. Total Cost for preparation of evaluation	
3. Total Cost of the evaluation	
4. Transport, workshops, meetings etc	
5. Other costs (<i>please specify</i>)	
Total Cost	



Description of Activity/Item (add as many line heads and line items as required)					Number/ unit	E. Rates F. (USD per Unit)	G. Wee ks	Total Amount (unit x rate x week) (USD)
1.	Line head (e.g., Salaries /fees)							
1.1	Line item remuneration of project coordinator							
1.2								
1.3								
2.	Line head for preparation of Evaluation							
2.1	Meetings/workshops with experts							
2.2	stationary							
2.3	Fees for consultant							
Total Cost								

Description of Activity/Item (add as many line heads and line items as required)					Number/ unit	H. Rates I. (USD per Unit)	J. Wee ks	Total Amount (unit x rate x week) (USD)
3.	Line head total of evaluation							
3.1								
3.2								
Total Cost								
4	Line head: Transport, workshops, meetings							
4.1								
4.2								
4.3								
5.	Line Head: other costs							
5.1								
5.2								

Annex VIII – Technical Forms

[Comments in brackets [] provide guidance to the short listed Offeror for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Technical proposal consists of the following seven sections:

- FORM-1 Technical Proposal Submission Form

- FORM-2 Offeror’s Organization and Experience
 - A Offeror’s Organization
 - B Offeror’s Experience

- FORM-3 Description of the Approach, Methodology and Work Plan for Performing the Assignment

- FORM-4 Team Composition and Task Assignments

- FORM-5 Curriculum Vitae (CV) for Proposed Professional Staff

- FORM-6 Staffing Schedule

- FORM-7 Implementation Schedule

FORM-1 Technical Proposal Submission Form

[Location, Date]

To: UNDP
 Kabul.

Dear Sirs/Madams:

We, the undersigned, offer to provide for Evaluation of Law and Order Trust Fund (LOTFA) for Afghanistan Phase 5 in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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.

We remain,

Yours sincerely,
Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
E-mail address and telephone number: _____
Address: _____

Dated this day /month of year

K. Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

L.

Form -2 Offeror's Organization and Experience

A - Offeror's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Offerors Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.?? Use 20 pages.]

Assignment name:	Approx. value of the contract (in current US\$):
Country: Location within country:	Duration of assignment (months):
Name of Offeror:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Offeror s:
Name of associated Offeror's, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Offeror's Name: _____

M.

Form -3 DESCRIPTIONS of Approach, Methodology and Work Plan for Performing the Assignment

- a) *Technical Approach and Methodology,*
- b) *Work Plan, and*
- c) *Organization and Staffing,*

a) *Technical Approach and Methodology.* *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

b) *Implementation Plan.* *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed implementation plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible implementation plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The implementation plan should be consistent with the Implementation Schedule of Form TECH-7.*

c) *Organization and Staffing.* *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*



Form -4 Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Form -5 Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** *[only one candidate shall be nominated for each position]*: _____

2. **Name of Firm** *[Insert name of firm proposing the staff]*: _____

3. **Name of Staff** *[Insert full name]*: _____

4. **Date of Birth**: _____ **Nationality**: _____

5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]*: _____

6. **Membership of Professional Associations**: _____

7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]*: _____

8. **Countries of Work Experience**: *[List countries where staff has worked in the last ten years]*: _____

9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*: _____

10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]*:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p>
--	---



	Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
--	---

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____



Annex IX - Model Contract Form for Professional Services Contract

Dear Sir/Madam,

Ref.: _____/ _____/ _____ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

- a) this letter;
- b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
- c) the Contractor's technical proposal [ref....., dated], as clarified by the agreed minutes of the negotiation meeting [dated.....], both documents not attached hereto but known to and in the possession of both parties.

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.



2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

Name	Specialization	Nationality	Period of service
....
....

2.3 Any changes in the above key personnel shall require prior written approval of _____ [NAME and TITLE], UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]	[INDICATE DELIVERY DATES]
e.g.	
Progress report/..
...../..
Final report/..

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ [MAIL, COURIER AND/OR FAX] to the address specified in 9.1 below.

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.



3. Price and Payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

MILESTONE	AMOUNT	TARGET DATE
Upon....././....
....././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

4. Special conditions

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

4.1.1. The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.



4.1.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

4.2 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

4.2.1 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

4.3 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

4.4 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.



5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....
.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNDP.



9. Security:

9.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

9.2 The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

9.3 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 3.1 above.

10. Audits and investigations:

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses; the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

11. Anti-terrorism:

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with



terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

12. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

_____ [INSERT CONTRACT REFERENCE & NUMBER]

Telex: Fax: Cable:

For the Contractor:

[INSERT NAME, ADDRESS AND TELEX, FAX AND CABLE NUMBERS]

Name:

Address:

Telex:

Fax:

Cable:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

Country Director

For [INSERT NAME OF THE COMPANY/ORGANIZATION]

Agreed and Accepted:

Signature _____

Name: _____

Title: _____

Date: _____