



## Request for Proposal (RFP) Cover Letter

Date: March 22<sup>nd</sup>, 2009

Dear Sir/Madam,

### **Subject: RFP for the provision of Human Resources support to the Electoral Complaints Commission**

1. You are requested to submit a proposal for the provision of Recruitment, placement and administrative management of staff in 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. Proposal Submission Form (Annex IV)
  - v. Price Schedule (Annex V)
  - vi. Acknowledgement Letter (Annex VI)
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than **April 2<sup>nd</sup> 2009 at 4 pm (16.00) Kabul local time.**

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

Attention ELECT project in BUNKER E **only**

4. Interested parties are welcome to send any queries they may have with regard to this RFP through email [procurement.elect@undp.org](mailto:procurement.elect@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. If the proposal is sent by email, it can be done **only** at the following address: [procurement.elect@undp.org](mailto:procurement.elect@undp.org) in two different emails clearly indicating the reference number of the RFP and the content of the documents: "technical proposal" OR "financial proposal". The email file size MUST be limited to 3MB. Any files over 3MB MUST be split and sent as separate emails, clearly marked "email 1 of 2", "email 2 of 2".



6. Your submission will be considered upon the provision with this RFP the following, failure in providing the requested documents may grounds for disqualification of the Offeror.
  - Company background
  - Minimum of three years of experience in the relevant field
  - Reference list (Client list)
7. The recipients of this RFP are requested to acknowledge receipt of this solicitation document and any amendments thereto to UNDP/ELECT Afghanistan by completing the Annex VI acknowledgement letter. The acknowledgement letter must be signed stamped and should be sent via email to [procurement.elect@undp.org](mailto:procurement.elect@undp.org) five days after receipt of this RFP.
8. A conference will be held on **Thursday 26 March 2009 at 10.00 am in ELECT conference room in UNDP**, compound B, 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.

Yours sincerely,  
Procurement ELECT  
UNDP Afghanistan  
[Procurement.elect@undp.org](mailto:Procurement.elect@undp.org)



**Table of Contents:**

Request for Proposal (RFP) Cover Letter \_\_\_\_\_ 1

Annex I-Instructions to Offerors \_\_\_\_\_ 4

Annex II-General Conditions of Contract \_\_\_\_\_ 13

Annex III- Terms of Reference (TOR) \_\_\_\_\_ 20

Annex IV-PROPOSAL SUBMISSION FORM \_\_\_\_\_ 24

Annex V-PRICE SCHEDULE \_\_\_\_\_ 25

Annex VI-Acknowledgement Letter \_\_\_\_\_ 26



## Annex I-Instructions to Offerors

### A. Introduction

#### 1. General

Purpose of RFP: Provision of Recruitment, placement and administrative management services of staff in Afghanistan as per enclosed Terms of Reference (TOR).

#### 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/French/Spanish 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:

- (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.

### 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 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.

**9. Proposal prices**

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



## 10. Proposal currencies

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

## 11. Period of validity of proposals

Proposals shall remain valid for 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 after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

## B. Submission of Proposals

### 14. Sealing and marking of proposals

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

#### (a) The outer envelope shall be:

- addressed to –

<p>United Nations Development Programme</p> <p>UNDP- AFGHANISTAN Procurement Unit ELECT project</p>	 	<p style="text-align: center;"><i>REQUEST FOR PROPOSAL</i></p> <hr/> <p><b>Number:</b> UNDP/ELECT/AFG/033/2009 – Recruitment and administration of staff to the ECC</p> <hr/> <p>All Correspondence, Each Case and Parcel must show the RFP Number</p>
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Address: United Nations Development Programme (UNDP)  
Shah Mahmood Ghazi Watt  
Kabul, Afghanistan

Attention: ELECT project in BUNKER E **only**

and,

- marked with –

**“RFP: UNDP/AFG/ELECT/033/2009 – Provision of Human Resources support to the Electoral Complaints Commission”**

- (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.

#### 15. Deadline for submission of proposals

Proposals must be received by the UNDP ELECT project at the address specified under clause *Sealing and marking of Proposals* no later than **April 2<sup>nd</sup> 2009 at 4 pm (16.00) 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 ELECT project and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 16. Late Proposals

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

#### 17. Modification and withdrawal of Proposals

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

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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 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%	25					
2.	Proposed Work Plan and Approach	35%	35					
3.	Personnel	40%	40					
<b>Total</b>			<b>100</b>					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel



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)	5					
1.2	General Organisational 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)	5					
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.	5					
1.4	Quality assurance procedures, warranty	3					
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	7					
		25					

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?	8					
2.2	Have the important aspects of the task been addressed in sufficient detail?	5					
2.3	Is the conceptual framework adopted appropriate for the task?	6					
2.4	Is the scope of task well defined and does it correspond to the TOR?	8					
2.5	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	8					
		30					



Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
<b>Personnel</b>								
3.1	Senior Expert 1		20					
		Sub-Score						
	General Qualification	10						
	Suitability for the Project							
	- Training Experience	5						
	- Professional Experience in the area of specialisation	5						
	- Language Qualifications	10						
		20						
3.2	Senior Expert 2		20					
		Sub-Score						
	General Qualification	10						
	Suitability for the Project							
	- Training Experience	5						
	- Professional Experience in the area of specialisation	5						
	- Language Qualification	10						
		20						
<b>Total Part 3</b>			40					

**E. Award of Contract**

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

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or 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.

**23. Purchaser’s right to vary requirements at time of award**

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

<b>United Nations Development Programme</b>  <i>UNDP - AFGHANISTAN</i> <b>Procurement Unit</b> <i>ELECT project</i>	 	<b>REQUEST FOR PROPOSAL</b>  <b>Number: UNDP/ELECT/AFG/033/2009</b> – Recruitment and administration of staff to the ECC  All Correspondence, Each Case and Parcel must show the RFP Number
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## 24. 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.

## 25. 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.

**F. Long Term Agreement:** UNDP at its own discretion may wish to enter into a non-binding Long Term Agreement (LTA) as a result of this procurement process under the following conditions:

- The Supplier/Contractor shall provide the types of services, goods and/or deliverables, quoted in this bidding process as and when negotiated by UNDP which shall be reflected in a non-binding Long Term Agreement.
- Such Services and/or goods shall be at negotiated prices listed the Price Schedule and/or Bill of Quantities as applicable. The prices shall remain in effect for a period of two years from entry into effect of the Long Term Agreement.
- UNDP does not warrant that any quantity of Goods and/or Services will be purchased during the term of this arrangement, which shall be for one year, renewable one year.
- In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the duration of this Agreement, the Supplier/Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Long Term Agreement."

## Annex II-General Conditions of Contract

### 1. LEGAL STATUS

<b>United Nations Development Programme</b>  <i>UNDP - AFGHANISTAN</i> <b>Procurement Unit</b> <i>ELECT project</i>	 	<b>REQUEST FOR PROPOSAL</b>  <b>Number: UNDP/ELECT/AFG/033/2009</b> – Recruitment and administration of staff to the ECC  All Correspondence, Each Case and Parcel must show the RFP Number
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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

<b>United Nations Development Programme</b>  <i>UNDP - AFGHANISTAN</i> <b>Procurement Unit</b> <i>ELECT project</i>	 	<b>REQUEST FOR PROPOSAL</b>  <b>Number: UNDP/ELECT/AFG/033/2009</b> – Recruitment and administration of staff to the ECC  All Correspondence, Each Case and Parcel must show the RFP Number
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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

The Electoral Complaints Commission (ECC) is established for the duration of the electoral period under Article 52 of the Election Law. The ECC is charged with responsibility to adjudicate challenges and complaints pertaining to the electoral process. Timelines for establishment of the ECC are tight.

The ECC must be recruited, trained and operational to hear and adjudicate complaints relating to three separate processes:

- (1) Challenges to candidates' nominations which run from 26 May until 8 June 2009
- (2) Campaign period running from 16 June until 18 August 2009
- (3) Polling and counting, 20 August 2009

Additionally, the ECC should be prepared to play similar roles in the event of a Presidential run-off, resulting from and inconclusive first round.

The ECC is headed by 5 Commissioners, of whom three are chosen by the United Nations SRSG, one by the Supreme Court and one by the AIHRC.

The commissioners are supported at HQ level by 40 national staff (as well as 8 international staff to be recruited separately by UNDP). In addition, the ECC will have 8 regional offices comprising 15 national staff in every regional capital. UNDP has already selected the ECC Kabul Office.

In this context, approximately 150 national staff must be recruited from numerous skill sets, with an emphasis on legal/investigations, logistics/operations, public outreach, administration/finance, IT and other fields related to elections.

Beyond hiring and managing of ECC staff, services required include full human resources and staff administration, including but not limited to, advertising, contracting, administration and payroll. All staff should be comprehensively insured with considerable emphasis on staff security. Recruitment TORs will be determined exclusively by UNDP in collaboration with the ECC, and staff contracted by the successful Offeror would report fully to UNDP ELECT/ECC. Salary levels would be set by UNDP.

### 2. Objectives

#### a) **Recruitment of Staff**

The successful bidder would be responsible for the recruitment and routine administration of 160 national staff, 55 in Kabul and a further 15 based in 7 locations throughout the country.

<p>United Nations Development Programme</p> <p>UNDP - AFGHANISTAN Procurement Unit ELECT project</p>	 	<p style="text-align: center;"><i>REQUEST FOR PROPOSAL</i></p> <p><b>Number:</b> UNDP/ELECT/AFG/033/2009 – Recruitment and administration of staff to the ECC</p> <p>All Correspondence, Each Case and Parcel must show the RFP Number</p>
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These staff should be selected in a transparent manner and in accordance with UNDP recruitment processes which involve: open advertising of the Vacancy Announcement; short listing of the applicants; interview and evaluation of the shortlisted applicants; and award of contracts. While UNDP and ECC will participate in the recruitment process to ensure that transparent recruitment acceptable to UNDP is maintained the overall process of recruitment and placement of candidates will be the responsibility of the successful bidder. The contracts issued will not be UNDP Contracts.

Once selected, staff should be available and operational by 12 May, 2 weeks before the start of the challenges process.

**b) Management of Staff:**

While the successful bidder would be responsible for the recruitment process and termination of contracts, UNDP reserves the right to end the contract of those staff members deemed to have provided unsatisfactory services.

All administration and processing of staff would be carried out by the successful bidder. Staff should be paid monthly upon an agreed date at their site of work.

During the period of their employment, staff should be comprehensively insured. Due regard to duty of care should be paid to their security when executing their functions for the ECC.

In collaboration with UNDP ELECT, the ECC remains fully responsible for all operational tasking of all staff selected and recruited by the successful bidder.

**3. Inputs to be Provided**

UNDP ELECT will provide models of organizational structure, as well as staffing tables of posts to be recruited.

While the successful bidder would be responsible for the administration of ECC payroll, these funds would be drawn directly from the UNDP ELECT budget allocation and paid to the successful bidder on presentation of the staff attendance and certification of payment documents.

In this sense, the successful bidder should operate within the constraints set down by the UNDP ELECT budget.

Representatives of the successful bidder should be available to meet regularly with ELECT and ECC officials to discuss project implementation; problems; and discuss solutions.

**4. Duration of Required Services**



The duration of services would extend from signature of contract between UNDP and successful bidder until 30 days after the certification of electoral results, at which point the ECC would legally cease to function.

It is a possibility that the ECC retain a skeleton staff with a view to maintaining capacity in the run-up to parliamentary elections in 2010. In this case, on successful review of work to date the successful bidder may be asked to maintain administrative and payroll support to these staff. A new contract would be agreed for these purposes.

## 5. Schedule of completion

The bulk of work should be completed by 30 days after the certification of final election results.

It is expected that the contract with the successful bidder would come to an end soon after this date, following a short project review and lessons learnt process.

## 6. Expected Areas of Activity and Standards by which to Measure Performance

- Accountability and transparency during the hiring/firing process
  - Successful processing of staff with a view to deadlines for the candidate challenge nominations and the start of the electoral campaign period
  - Smooth execution of payroll involving timely and punctual payments to staff
  - Successful supervision of insurance arrangements and appropriate follow-up support in case of insurance claims.
  - Appropriate consideration/due diligence for the security of all staff recruited for the ECC
  - Responsiveness and adaptability in the context of a fluid electoral environment
- **Activity for Monitoring at National Level:**
    - Weekly reports submitted to ECC Commissioners and UNDP on activities, progress and challenges in implementation of project
    - Routine meetings between representatives of ECC, UNDP ELECT and successful bidder to monitor project implementation
    - Full transparency and accessibility of successful bidder's financial accounting, including costs incurred in the procurement of services
    - Security provisions to be independently assessed by UNDP ELECT Security Experts.
  - **Activity for Monitoring at Regional Level:**
    - Independent verification of staff competence to be undertaken by ECC and UNDP ELECT personnel based at local level.
    - UNDP ELECT staff to provide recommendations of remedial action in the case of unsatisfactory and/or sub-optimal service.



- Effective and punctual salary payments in the regions to be independently verified by UNDP ELECT staff.

## 7. Criteria for selecting proposals from Companies

8.1. The proposal shall comprise the following components:

- Proposal submission form;
- Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- Price schedule, completed in accordance with clauses 8 and 9;
- organizational profile, track record and proposed key staff CVs : reference to previous similar projects implemented by the Company or Organization/ background or area of specialization of the Company or Organization.

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

- Management plan
- Resource plan
- Proposed methodology
- Quality Assurance Mechanism.

8.3. The Submissions should show Measurable Indicators for achieving the Intended Outputs such as but not limited to:

- Number and capacity of support staff that can be allocated by the successful bidder in direct support of the SoW;

8.4. Qualifications required of the Companies submitting their proposals:

- Have relevant and proven experience in achieving the above stated output ;
- Have prior work experience in Afghanistan similar to the SoW for this RFP;
- Have a team fully equipped with the skills required for the execution of the SoW;
- Be a fully recognized/registered institution with existing internal systems and procedures;
- Have organizational capacity to deliver the expected deliverables.

**\*Note:** The applicant Company shall provide written documentation for the above points.

## 9. Responsibilities of the Successful Offeror:

- Leadership of the overall initiative;
- The provision of guidance and feedback
- Elaboration of a budget and the provision of payments to trainers and participants;
- Liaison with the ECC, 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 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 V-PRICE SCHEDULE

**The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors or the submission will be rejected.**

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

Prices shall remain valid for a period of two (2) years from the Effective Date of this Contract. UNDP ELECT shall have the right to procure services at any time during this validity period.

UNDP does not warrant that any quantity of Services will be procured during the term of this arrangement, which shall be for one year, renewable one year.

Description of Service	Number of national staff (1)	Duration of services	Unit Price In USD (Prices should inclusive of all additional fees)	Total Price In USD
Recruitment and placement of staff as per TOR in section III	160	N/A One time fee		
Administrative management: administration and processing of staff (payroll, contracts management...) as per TOR in section III	160	24 months <sup>(2)</sup>		
<b>Grand Total Price in USD</b>				

<sup>(1)</sup> Final number of staff to be recruited, as a result of this Request for proposal, may vary up to  $\pm 20\%$  from those indicated under this section.

<sup>(2)</sup> Duration of services: minimum 6 months

