



Request for Proposals (RFP) for Procurement of Consultancy Services as Facilitating Partners under Afghanistan Community Resilience and Livelihoods Project

RFP Ref No: RFP-001-CRL-2022

Invitation letter

Dear Sir/Madam,

Subject: Request for Proposals for the Provision of Consultancy Services as Facilitating Partners under Afghanistan Community Resilience and Livelihoods Project in Afghanistan – **RFP Ref No.: RFP-001-CRL-2022**

The United Nations Office for Project Services (hereinafter referred to as UNOPS) is pleased to invite prospective Offerors to submit a Proposal in accordance with the UNOPS General Conditions of Contract and the Schedule of Requirements as set out in this Request for Proposals (RFP).

The RFP consists of the following:

- This Invitation Letter
- Section I: RFP Particulars
- Section II: Instructions to Offerors
- Section III: Evaluation Criteria
- Section IV: Terms of Reference
- Section V: Returnable Bidding Forms
 - Form A: Proposal/No Proposal Confirmation Form
 - Form B: Checklist Form
 - Form C: Offeror Information Form
 - Form D: Joint Venture Partner Information Form
 - Form E: Proposal Submission Form
 - Form F: Financial Proposal Form
 - Form G: Technical Proposal Form
 - Form H - Experience forms
 - Form I: Format for Resume of Proposed Key Personnel
 - Form J: Statement of Exclusivity and Availability
 - DRIVE Supplier Sustainability Questionnaire
- Section VI: Contract Forms
 - Contract for Professional Services

Annex A- Detailed Information on Key Personnel and Lots

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it to UNOPS by the deadline for Proposal submission set out in Section I: RFP Particulars.

Please acknowledge receipt of this RFP by returning Form A (see Section V: Returnable Bidding Forms) as far in advance of the Proposal opening date as possible, to the email address: afg.quotations@unops.org indicating whether or not you intend to submit a Proposal. If you are declining to Proposal, please state the reasons on the form in order for UNOPS to improve its effectiveness in future invitations.

We look forward to receiving your Proposal.

Section I: RFP Particulars

The following specific data shall complement, supplement or amend the provisions in Section II: Instruction to Offerors. In case there is a conflict, the provisions herein shall prevail over those in Instructions to Offerors.

Instructions to Offerors Article	Particulars
Scope of Proposal (Article 1)	<p>The services include the provision of consultancy services for Facilitating Partners under Afghanistan Community Resilience and Livelihoods Project in 6 (six) lots:</p> <p>Lot 1 - North East Region Lot 2 - Central Region Lot 3 - North West Region Lot 4 - South Region Lot 5 - South East Region Lot 6 - East Region</p> <p>as further described in Section IV of this RFP.</p>
Contact person for correspondence, notifications and requests for clarifications (Article 1)	<p>All correspondence, notifications and requests for clarifications in relation to this RFP shall be sent to:</p> <p>CRL Procurement section afg.quotations@unops.org United Nations Office for Project Services Procurement -CRL Project afg.quotations@unops.org</p>

Interpretation of the RFP (Article 2)	<p>This RFP is conducted in accordance with the applicable provisions of UNOPS Procurement Manual (latest version of which can be accessed at: https://www.unops.org/business-opportunities/how-we-procure and other relevant Operational Directives and Operational Instructions that are referred to in the Procurement Manual. In case of contradictions between this RFP and the UNOPS Procurement Manual, the UNOPS Procurement Manual shall prevail.</p>
Offeror Eligibility (Article 4)	<p>No nationalities are excluded from submitting a Proposal.</p>
Clarifications (Article 7) and Amendments (Article 3)	<p>Requests for clarification from Offerors will not be accepted any later than 7 days prior to deadline for submission</p> <p>Responses to requests for clarification and/or amendments shall be communicated to Offerors by sending responses through email afg.quotations@unops.org under RFP Case No. RFP-001-CRL-202.</p>
Clarification or Pre-Bid Meeting (Article 8)	<p>An online clarification or Pre-Proposal meeting shall be held as follows: Date: Thursday, May 26, 2022 Time: 16.30 hrs. Kabul, Afghanistan time The clarification meeting is not mandatory. Note: The detailed information of the online pre-proposal meeting will be shared with interested offeror's on due time.</p>
Site Inspection (Article 9)	<p>A site inspection shall not be held.</p>
Exclusivity statement (Article 11)	<p>Offerors shall submit Exclusivity and Availability Statements for all the proposed key experts in the form set out in Form J: Statement of Exclusivity and Availability.</p>
	<p>Proposals shall remain valid for acceptance by UNOPS for 90 days from the Deadline for Proposal Submission.</p>

Proposal validity period (Article 13)	
Partial Proposals (Article 14)	Offerors shall be allowed to submit proposal for one lot only, either as a single applicant or as part of a Joint Venture/ Consortium/Association in another Proposal. If an Offeror, including any Joint Venture/ Consortium/Association member, submits proposals or participates in more than one lot, all such proposals shall be disqualified and rejected.
Alternative Proposals (Article 15)	Alternative Proposals are not accepted.
Proposal Currency(ies) (Article 17)	Prices shall be quoted in US\$
Duties and Taxes (Article 18)	All Proposals shall be submitted net of any direct taxes <i>[customs duties and indirect taxes, such as sales taxes, VAT, taxes on commodities such as fuel].</i>
Proposal Security (Article 19)	Proposal security is not required.
Language of Proposals (Article 21)	All Proposals, information, documents and correspondence exchanged between UNOPS and the Offerors in relation to this Proposal process shall be in English
Deadline for Proposal Submission (Article 22)	All Proposals must be submitted by 14.00 PM Kabul, Afghanistan Time on Thursday, June 16, 2022
Proposal Submission (Article 23)	By email to secure proposal email address: afg.quotations@unops.org , as detailed below by the Deadline for Proposal Submission.

	<p>The “Technical Proposal” shall be sent in a separate email and shall not exceed [8 Megabytes]. The email subject line shall read “(Description of requirement) RFP No. RFP-001-CRL-2022-Technical Proposal”.</p> <p>The “Financial Proposal” shall be sent in a separate email and shall not exceed [8 Megabytes]. The email subject line shall read “(Description of requirement) RFP No. RFP-001-CRL-2022-Financial Proposal”.</p> <p>Distinct, separately emails, both technical and financial proposals are requested from the Offerors in order to evaluate them separately. Non-compliance to this instruction shall result in rejection of the proposal received.</p> <p>In order to facilitate the UNOPS evaluation process, documents attached should be named according to the section/form number of this RFP and –where possible- PDF documents should be provided in a format which allows text searches within the document.</p> <p>PLEASE DO NOT SEND THE EMAILS WITH YOUR PROPOSAL TO ANY OTHER EMAIL ADDRESS DIFFERENT FROM THE SECURE PROPOSAL EMAIL ADDRESS].</p>
Opening of Proposals (Article 25)	Public bid opening of Technical Proposals will not be held.
Type of contract to be awarded (Article 34)	UNOPS will sign the following contract with the awarded Offeror(s): Professional Services Contract
Signing of contract (Article 34)	UNOPS plans to award the contract by August 2022
Performance Security (Article 35)	Performance security is not required.

Payment terms (Article 36)	The proposed payment schedule is as shown below: Total value of the contract = A # of rural communities in the contract = B # of urban project sites in the contract = C # of CDCs in urban project sites = D																								
<table border="1"> <thead> <tr> <th data-bbox="375 486 430 627">#</th> <th data-bbox="434 486 885 627">Payment Milestone</th> <th data-bbox="888 486 1061 627">% of the contract value</th> <th data-bbox="1064 486 1204 627">Cumulative %</th> <th data-bbox="1208 486 1404 627">Payment Amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="375 631 430 981">1</td> <td data-bbox="434 631 885 981">First payment, on completion of key and field staff mobilization and office set up, verified by an inception report approved by the Implementing Partner (UNOPS).</td> <td data-bbox="888 631 1061 981">15%</td> <td data-bbox="1064 631 1204 981">15%</td> <td data-bbox="1208 631 1404 981">15% x A</td> </tr> <tr> <td data-bbox="375 985 430 1422">2</td> <td data-bbox="434 985 885 1422">Component 1: Approval by the IA of the disbursement requests from the FP for the rural communities' livelihoods subprojects, verified by supporting documentation in the Project MIS (Component 1: Up to 3 invoices allowed for this milestone)</td> <td data-bbox="888 985 1061 1422">20%</td> <td data-bbox="1064 985 1204 1422">35%</td> <td data-bbox="1208 985 1404 1422">(20% of A) x (# of communities that completed this milestone/ B)</td> </tr> <tr> <td data-bbox="375 1426 430 1825">3</td> <td data-bbox="434 1426 885 1825">Component 3: Satisfactory completion of the social grants component in each community, verified by supporting documentation in the Project MIS (Component 3: Up to 3 invoices allowed for this milestone)</td> <td data-bbox="888 1426 1061 1825">25%</td> <td data-bbox="1064 1426 1204 1825">60%</td> <td data-bbox="1208 1426 1404 1825">(25% of A) x [(# of communities that completed this milestone/ (B+C))]</td> </tr> <tr> <td data-bbox="375 1830 430 2016">4</td> <td data-bbox="434 1830 885 2016">Component 1: Satisfactory completion of the rural livelihoods subprojects, verified by supporting</td> <td data-bbox="888 1830 1061 2016">30%</td> <td data-bbox="1064 1830 1204 2016">90%</td> <td data-bbox="1208 1830 1404 2016">(30% of A) x (# of communities that</td> </tr> </tbody> </table>	#	Payment Milestone	% of the contract value	Cumulative %	Payment Amount	1	First payment, on completion of key and field staff mobilization and office set up, verified by an inception report approved by the Implementing Partner (UNOPS).	15%	15%	15% x A	2	Component 1: Approval by the IA of the disbursement requests from the FP for the rural communities' livelihoods subprojects, verified by supporting documentation in the Project MIS (Component 1: Up to 3 invoices allowed for this milestone)	20%	35%	(20% of A) x (# of communities that completed this milestone/ B)	3	Component 3: Satisfactory completion of the social grants component in each community, verified by supporting documentation in the Project MIS (Component 3: Up to 3 invoices allowed for this milestone)	25%	60%	(25% of A) x [(# of communities that completed this milestone/ (B+C))]	4	Component 1: Satisfactory completion of the rural livelihoods subprojects, verified by supporting	30%	90%	(30% of A) x (# of communities that
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		documentation in the Project MIS (Component 1: Up to 3 invoices allowed for this milestone)			completed this milestone/ B)
	5	Component 4: In rural areas, Male and Female wings of 2 Sub-Committees (Community/Family Welfare and Vulnerable Group Development) are established and monthly sessions conducted; In urban areas, male and female wings of Community/Family Welfare Sub-Committee under CDC established and monthly sessions conducted	10%	100%	(10% of A) x [# of communities that completed this milestone/ (B+D)]
Advanced Payment (Article 36)	Advanced payment is not allowed.				
Liquidated damages (Article 37)	Liquidated damages are not applicable.				

Section II: Instruction to Offerors

1. SCOPE OF PROPOSAL

Offerors are invited to submit a Proposal for the services/goods specified in Section IV: Schedule of Requirements, in accordance with this RFP. A summary of the scope of the Proposal is included in **Section I: RFP Particulars**.

All correspondence and notification in relation to this RFP shall be sent to the contact person and address set out in **Section I: RFP Particulars**. Please note that the address for Proposal Submission may be different.

2. INTERPRETATION OF THE RFP

This RFP is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights.

No binding contract, including a process contract or other understanding or arrangement, will exist between the Offeror and UNOPS and nothing in or in connection with this RFP shall give rise to any liability on the part of UNOPS unless and until the Contract is signed by UNOPS and the successful Offeror.

3. AMENDMENTS TO THE RFP

Prior to the deadline for Proposal Submission, UNOPS may at its discretion modify the RFP Documents by way of a written addendum. All written addenda to the RFP Documents shall form part of the RFP.

In the event UNOPS modifies the RFP, UNOPS will notify in writing all Offerors that have received the RFP directly from UNOPS if the RFP was not available online, and/or, if the RFP was available online or if stated in **Section I: RFP Particulars**, responses will be posted online.

In order to give the Offerors reasonable time to take such modification into account, UNOPS may extend the Deadline for Proposal Submission as may be appropriate under the circumstances.

4. OFFEROR ELIGIBILITY

Offerors may be a private, public or government-owned legal entity or any association with legal capacity to enter into a binding contract with UNOPS.

An Offeror, and all parties constituting the Offeror, may have the nationality of any country with the exception of the nationalities, if any, listed in **Section I: RFP Particulars**. An Offeror shall be deemed to have the nationality of a country if the Offeror is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.

An Offeror shall not have a conflict of interest. An Offeror shall be considered to have a conflict of interest if:

- An Offeror (including its personnel) has a close business or family relationship with a UNOPS personnel or with personnel of the UNOPS partner who engaged UNOPS and who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract;
- An Offeror is associated, or has been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UNOPS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process;
- An Offeror has an interest in other Offerors, for the same procurement activity, including when they have common ownership and/or management. Offerors shall not submit more than one bid, except for alternative offers, if permitted. This will result in the disqualification of all bids in which the Offeror is involved. This includes situations where a firm is the Offeror in one bid and a sub-contractor on another; however, this does not limit the inclusion of a firm as a sub-contractor in more than one bid. In the case of procurement processes with lots, this provision shall apply on a lot by lot basis;
- An Offeror does not comply with any other conflict of interest situation relevant to the specific procurement process as specified in the solicitation document.

Offerors must disclose any actual or potential conflict of interest in the Offeror Information Form and they shall be deemed ineligible for this procurement process unless such conflict of interest is resolved in a manner acceptable to UNOPS. Failure to disclose any actual or potential conflict of interest may lead to the Bidder being sanctioned further to [UNOPS policy on vendor sanctions](#).

An Offeror shall not be eligible to submit a Proposal if and when at the time of proposal submission, the Offeror:

- is included in the Ineligibility List, hosted by [UNGM](#), that aggregates information disclosed by UNOPS ([UNOPS Ineligibility List](#)) and other Agencies, Funds or Programs of the UN System;
- is included in the [Consolidated United Nations Security Council Sanctions List](#), including the [UN Security Council Resolution 1267/1989 list](#);
- is included in the [World Bank Corporate Procurement Listing of Non-Responsible Vendors](#) and [World Bank Listing of Ineligible Firms and Individuals](#).

- is included in any other Ineligibility List from a UNOPS partner and if so listed in **Section I: RFP Particulars**.
- is currently suspended from doing business with UNOPS and removed from its vendor database(s), for reasons other than engaging in proscribed practices as defined in the UNOPS Procurement Manual.

All Offerors are expected to embrace the principles of the [United Nations Supplier Code of Conduct](#), given that it originates from the core values of the Charter of the United Nations. UNOPS also expects all its suppliers to adhere to the principles of the [United Nations Global Compact](#) and requests that all Offerors observe the highest standard of ethics during the entire Proposal process, as well as the duration of any contract that may be awarded as a result of this Proposal process as further defined in Article 41.

If an Offeror does not have all the expertise required for the provision of the services/goods to be provided under the Contract, such Offeror may submit a Proposal in association with other entities, particularly with an entity in the country where the goods and/or services are to be provided. In the case of a joint venture, consortium or association:

- (i) All parties of such joint venture, consortium or association shall be jointly and severally liable to UNOPS for any obligations arising from their Proposal and the Contract that may be awarded to them as a result of this RFP;
- (ii) The Proposal shall clearly identify the designated entity designated to act as the contact point to deal with UNOPS. The duly filled Form D: Joint Venture Partner Information Form must be included with the Proposal. Such entity shall have the authority to make decisions binding upon the joint venture, association or consortium during the bidding process and, in the event that a contract is awarded, during the duration of the contract; and
- (iii) The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of UNOPS.

5. ERRORS OR OMISSIONS

Offerors shall immediately notify UNOPS in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFP, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

Offerors shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

6. OFFERORS' RESPONSIBILITY TO INFORM THEMSELVES & ACKNOWLEDGEMENT

Offerors shall be responsible to inform themselves in preparing their Proposal. In this regard, Offerors shall ensure that they:

- i. examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP;
- ii. review the RFP to ensure that they have a complete copy of all documents;
- iii. obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable enquiry;
- iv. verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site inspection or any discussion with UNOPS, its employees or agents;
- v. attend any Clarification Meeting or Site Inspection if it is mandatory under this RFP;
- vi. fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods/services; and
- vii. form their own assessment of the nature and extent of the services/goods required as included in Section IV: Schedule of Requirements and properly account for all requirements in their Proposal.

Offerors acknowledge that UNOPS, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFP or any other information provided to the Offerors.

7. CLARIFICATION OF THE RFP

Offerors may request clarification of the RFP or Proposal process by submitting a written request to the contact stated in **Section I: RFP Particulars** up to the time stated in **Section I: RFP Particulars** and thereafter requests for clarification will not be accepted. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.

UNOPS shall gather all requests for clarification and may respond in writing to all such requests at the same time. Responses to requests for clarification shall be communicated directly to all Offerors that received the RFP directly from UNOPS if the RFP was not available online, and/or, if the RFP was available online or if stated in **Section I: RFP Particulars**, responses will be posted online without disclosing the names of the Offerors who submitted the requests for clarification.

8. CLARIFICATION OR PRE-PROPOSAL MEETING

Unless otherwise instructed in writing by UNOPS, a clarification or Pre-Proposal meeting will only be held if stated **Section I: RFP Particulars**, at the time and place and in accordance with any instructions set out in the **Section I: RFP Particulars**.

If it is stated in **Section I: RFP Particulars** that a clarification meeting shall be mandatory, an Offeror which does not attend the clarification meeting shall become ineligible to submit a proposal under this RFP.

The names of representatives of Offerors who will attend the clarification meeting shall be submitted in writing by Offerors to the UNOPS contact person listed in **Section I: RFP Particulars**, including the full name and position of each representative at least 1 working day before the clarification meeting is to be held.

UNOPS will not issue any formal answers to questions from Offerors regarding the RFP or Proposal process during the clarification meeting. All questions shall be submitted in accordance with Article 7.

The clarification meeting shall be conducted for the purpose of providing background information only. Without limiting Article 6, Offerors shall not rely upon any information, statement or representation made at the clarification meeting unless that information, statement or representation is confirmed by UNOPS in writing.

UNOPS shall prepare minutes of the clarification meeting and communicate them in writing directly to all Offerors which received the Proposal documents directly from UNOPS if the RFP was not available online, and/or, if the RFP was available online or if stated in **Section I: RFP Particulars**, the minutes will be posted online without disclosing the names of the Offerors who attended the clarification meeting, shortly after the clarification meeting.

9. SITE INSPECTION

Unless otherwise instructed in writing by UNOPS, a site visit will only be held if stated in **Section I: RFP Particulars**, at the time and place and in accordance with any instructions set out in **Section I: RFP Particulars**.

If it is stated in **Section I: RFP Particulars** that a site inspection shall be mandatory, an Offeror which does not attend the site inspection shall become ineligible to submit a proposal under this RFP.

Offerors participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the Offerors to participate in a site inspection.

Prior to attending a site inspection, Offerors shall execute an indemnity and a waiver releasing UNOPS in respect of any liability that may arise from:

- (i) loss of or damage to any real or personal property;
- (ii) personal injury, disease or illness to, or death of, any person;

- (iii) financial loss or expense, arising out of the carrying out of that site inspection; and
- (iv) transportation by UNOPS to the site (if provided) as a result of any accidents or malicious acts by third parties.

UNOPS will not issue any formal answers to questions from Offerors regarding the RFP or Proposal process during a site visit. All questions shall be submitted in accordance with Article 7.

A site visit will be conducted for the purpose of providing background information only. Without limiting Article 6, Offerors shall not rely upon any information, statement or representation made at a site visit unless that information, statement or representation is confirmed by UNOPS in writing.

10. DOCUMENTS COMPRISING THE PROPOSAL

The Proposal shall comprise the following:

- (a) Proposal Submission Form and the applicable Returnable Bidding Forms included in Section V;
- (b) Proposal Security if specified in **Section I: RFP Particulars**, in accordance with Instructions to Offerors Article 19, if required;
- (c) Documentary evidence as specified in Section III: Evaluation Criteria to establish the Offeror's compliance with the applicable eligibility, formal, qualification and technical criteria.

11. EXCLUSIVITY AND AVAILABILITY STATEMENT

If so required in **Section I: RFP Particulars** each key expert profile requested in Section IV: Schedule of Requirements must sign an exclusivity and availability statement. The purpose of Exclusivity and Availability Statement is as follows:

- (a) The key experts proposed in the proposal must not be part of any other proposal being submitted for this RFP process. They must therefore engage themselves exclusively to the Offeror.
- (b) Each key expert must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the contract as indicated in the Schedule of Requirements and the offeror's proposal.

Having selected an offeror partly on the basis of an evaluation of the key experts presented in the offer, UNOPS expects the contract to be executed by these specific experts. As the expected date of mobilization is given in the solicitation documents, UNOPS will only consider substitutions after the deadline for the submission of offers in cases of unexpected delays in the commencement date beyond the control of the

Offeror, or exceptionally because of the incapacity of a key expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the proposal. The desire of an Offeror to use an expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for substitution of any of the key experts.

12. REMUNERATION FOR AND COSTS OF PROPOSALS

Offerors shall not be entitled to any remuneration or compensation for the preparation and submission of their Proposal.

Offerors acknowledge that their participation in any stage of the solicitation process for this RFP is at the Offerors' own risk and cost. UNOPS shall not be responsible for any costs or expenses incurred by Offerors in the preparation and submission of Proposals or participation in the solicitation process, including as part of any clarification meeting or site inspection.

UNOPS is not liable to Offerors for any costs, expense or loss on any legal, contractual, quasi contractual or restitutionary basis incurred or suffered in connection with the RFP or Offerors' participation in the solicitation process, including where:

- (i) clarifications and addenda are provided or not provided to Offerors;
- (ii) an Offeror is not selected or not engaged to carry out the services;
- (iii) UNOPS varies, terminates, suspends or delays any aspect of the Proposal process or conducts another process in its place;
- (iv) UNOPS elects not to proceed with the RFP in whole or in part; or
- (v) UNOPS exercises any other rights under the RFP.

13. PROPOSAL VALIDITY PERIOD

Proposals shall remain valid for acceptance by UNOPS for the entire period set out in **Section I: RFP Particulars**. A Proposal valid for a shorter period of time shall not be further considered.

Prior to expiration of the Proposal validity period, UNOPS may request in writing that the Offerors extend the validity of their Proposals with the same conditions. The Proposal of Offerors who decline to extend the validity of their Proposal shall become disqualified as no longer valid.

14. PARTIAL PROPOSALS

Offerors must offer services/goods for the total requirement requested under Section IV: Schedule of Requirements unless if so stated in **Section I: RFP Particulars**. Proposals offering only part of the requirements may be rejected unless permitted otherwise in **Section I: RFP Particulars**.

If indicated in **Section I: RFP Particulars** that Proposals are being invited for individual contracts (lots) and unless otherwise indicated in Section I, Offerors must offer 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. If applicable, the methodology of evaluation to determine the award of multiple lot combinations will be specified in Section III: Evaluation Criteria.

15. ALTERNATIVE PROPOSALS

Offerors shall not submit more than one Proposal per Offeror in this RFP process, with the exception of alternative offers if so provided for in **Section I: RFP Particulars**. Where the conditions for its acceptance are met, UNOPS reserves the right to award a contract based on an alternative Proposal.

If **Section I: RFP Particulars** states that alternative Proposals shall not be accepted, then these will not be evaluated. If an Offeror submits more than one Proposal:

- (i) All Proposals marked as "Alternative Proposal" will be disqualified and only the Proposal marked as "Initial Proposal" will be evaluated; or,
- (ii) All Proposals will be rejected if no indication is provided as to which Proposal is the original Proposal and which is/are the alternative Proposal(s).

16. PROPOSAL PRICES AND DISCOUNTS

The prices and discounts quoted by the Offeror in the Financial Proposal Form shall conform to the requirements specified below.

All items and lots (if applicable) must be listed and priced separately in the Financial Proposal Form.

The Offeror shall quote any unconditional discounts and indicate the method for their application in the Financial Proposal Form.

If applicable, the terms FCA, CPT and other similar terms shall be governed by the rules prescribed in the 2020 edition of Incoterms, published by The International Chamber of Commerce. The Incoterms rules and place of destination is specified in Section IV: Schedule of Requirements.

Prices quoted by the Offeror shall be fixed during the Offeror's performance of the Contract and not subject to variation on any account, unless otherwise specified in **Section I: RFP Particulars**. A Proposal submitted with an adjustable price shall be treated as non-compliant and shall be rejected, pursuant to Instructions to Offerors Article 27. However, if in accordance with **Section I**, prices quoted by the Offeror shall be subject to adjustment during the performance of the Contract, a Proposal submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

If indicated in **Section I: RFP Particulars** Proposals are being invited for individual contracts (lots) and unless otherwise indicated in Section I, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Offerors wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.

17. PROPOSAL CURRENCY(IES)

Prices in the Proposal shall be quoted in the currency(ies) stated in **Section I: RFP Particulars**. If applicable, for comparison and evaluation purposes, UNOPS will convert the Proposal prices into USD at the official United Nations rate of exchange in force at the time of the Deadline for Proposal Submission.

UNOPS reserves the right not to reject any Proposals submitted in a currency other than the mandatory Proposal currency(ies). UNOPS may accept Proposals submitted in another currency than stated above if the Offeror confirms during clarification of Proposals in writing that it will accept a contract issued in the mandatory Proposal currency and that for conversion the official United Nations operational rate of exchange of the day of RFP deadline as stated in the Section I: RFP Particulars shall apply. Regardless of the currency of Proposals received, the contract will always be issued and subsequent payments will be made in the mandatory Proposal currency above.

18. DUTIES AND TAXES

Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNOPS as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. All Proposals shall be submitted net of any direct taxes and any other taxes and duties, unless otherwise specified in **Section I: RFP Particulars**.

19. PROPOSAL SECURITY

The Offeror shall furnish as part of its Proposal, a Proposal Security, if required in **Section I: RFP Particulars**.

The Proposal Security shall be in the amount and form specified in **Section I: RFP Particulars** and shall:

- (a) Be in the same currency as stipulated in Instructions to Offerors, Article 17.
- (b) Be valid for thirty (30) days beyond the period of Proposal validity prescribed by UNOPS pursuant to Article 13, Proposal Validity Period.

A proposal that does not include a Proposal Security in the amount and form described above may be rejected by UNOPS.

Unsuccessful Offerors' Proposal securities will be discharged/returned as promptly as possible, but no later than thirty (30) days after the expiration of the period of Proposal validity prescribed by UNOPS pursuant to Article 13, Proposal Validity Period.

The successful Offeror(s)' Proposal securities will be discharged/returned upon the Offeror executing the contract, pursuant to Article 34, Signing of Contract.

The Proposal security may be forfeited:

- a. If a Offeror withdraws its Proposal during the period of Proposal validity specified by the Offeror on the Proposal submission form; or
- b. In the case of the successful Offeror, if the Offeror fails to sign the contract in accordance with Article 34, Signing of Contract.

20. FORMAT AND SIGNING OF PROPOSALS

The Proposal shall be typed and shall be signed in indelible ink by the Offeror or a person or persons duly authorized to bind the Offeror to the contract.

A Proposal shall contain no interlineations, erasures, or overwriting. If necessary to correct errors made by an Offeror, handwritten corrections to the Proposal may be made before the submission and/or the Deadline for Proposal Submission. In this case, such corrections shall be initialed by the person or persons who signed the Proposal.

21. LANGUAGE OF PROPOSALS

All Proposals, information, documents and correspondence exchanged between UNOPS and the Offerors in relation to this Proposal process shall be in the language set out in **Section I: RFP Particulars**.

Supporting documents may be submitted in their original language. If such language is different from that set out in **Section I: RFP Particulars**, the supporting documents shall be submitted together with a translation of the supporting documents' relevant excerpts. In any such case, for interpretation of the Proposal, the translation shall prevail. The sole responsibility for translation and the accuracy thereof shall rest with the Offeror.

22. DEADLINE FOR PROPOSAL SUBMISSION

All Proposals shall be received by UNOPS by no later than the time and date set out in **Section I: RFP Particulars**. It shall be the sole responsibility of the Offerors to ensure that their Proposal is received by the Closing Date. Proposals submitted after the Deadline for Proposal Submission shall be rejected.

UNOPS may, at its discretion, extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with Article 3 Amendment of solicitation documents. In this case, all rights and obligations of UNOPS and Offerors subject to the previous deadline will thereafter be subject to the new deadline as extended.

23. PROPOSAL SUBMISSION

All Proposals shall be submitted to UNOPS in accordance with the requirements set out in this RFP, including in **Section I: RFP Particulars**.

Particular attention should be made by Offerors in not including any financial/price information in the technical proposal envelope. Proposals that are not submitted in accordance with the provisions set out in this RFP shall be rejected.

24. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF PROPOSALS

Prior to the Deadline for Proposal Submission, an Offeror may withdraw, substitute, or modify its submitted Proposal by sending a written notice to UNOPS. However, after the Deadline for Proposal Submission, the Proposals shall remain valid and open for acceptance by UNOPS for the entire Proposal Validity Period, as may be extended.

Proposals for which withdrawal has been requested prior to the deadline for submission of the Proposals shall be made available for collection by the Offeror that submitted it within 15 days of its withdrawal. Otherwise, UNOPS shall have the right to discard such Proposal unopened without further notice to the Offeror. UNOPS shall not be responsible to return the Proposal to the Offeror at UNOPS' cost.

25. OPENING OF PROPOSALS

Technical Proposals will be opened by a UNOPS bid opening panel consisting of at least two personnel. Offerors shall not attend the technical proposal opening, unless specified in **Section I: RFP Particulars**.

Financial proposals will be opened only for proposals that achieve the minimum technical threshold according to Article 30, Evaluation of Proposals.

26. CLARIFICATION OF PROPOSALS

UNOPS may request clarification or further information in writing from the Offerors at any time during the evaluation process. The Offerors' responses shall not contain any changes regarding the substance or price of the Proposal, except to confirm the correction of arithmetic errors discovered by UNOPS in the Evaluation of the Proposals, in accordance with Instructions to Offerors Article 28.

UNOPS may use such information in interpreting and evaluating the relevant Proposal but is under no obligation to take it into account

27. COMPLIANCE OF PROPOSALS

UNOPS's determination of a Proposal's compliance is to be based on the contents of the Proposal itself.

A substantially compliant Proposal is one that meets or exceeds the requirements under the Schedule of Requirements and obtains the minimum required number of

technical points defined in the Evaluation Criteria, without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in any substantial way the scope, quality, or performance of the Services/Goods specified in the Schedule of Requirements; or
- (b) limits in any substantial way, inconsistent with the Bidding Documents, UNOPS' rights or the Offeror's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Offerors presenting substantially compliant Proposals.

If a Proposal is not substantially compliant to the Bidding Documents, it shall be rejected by UNOPS and may not subsequently be made compliant by the Offeror by correction of the material deviation, reservation, or omission.

28. MINOR INFORMALITIES, ERRORS, OR OMISSIONS

Provided that a Proposal is substantially compliant, UNOPS may waive any minor informalities, errors or omissions in the Proposal that do not constitute a material deviation. These are a matter of form and not of substance that can be corrected or waived without being prejudicial to other Offerors.

Provided that a Proposal is substantially compliant, UNOPS may request the Offeror to submit the necessary information or documentation, within a reasonable period of time, to rectify minor informalities, errors or omissions in the Proposal.

Provided that the Proposal is substantially compliant, UNOPS shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNOPS there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Offeror that is recommended for award as per the award criteria does not accept the correction of errors, its Proposal shall be rejected and its Proposal Security may be forfeited.

29. PRELIMINARY EXAMINATION

Upon opening of the Proposals, UNOPS shall proceed to a preliminary examination of the Proposals to confirm that all documents and technical documentation requested in

Instructions to Offerors Article 10, Documents comprising the Proposal, have been provided, and to determine the completeness of each document submitted. UNOPS may reject any Proposal during the preliminary examination which does not comply with the formal and eligibility requirements set out in Section III: Evaluation criteria, without further consultation with the Offeror.

Proposals which are incomplete, frivolous, or that contain material deviations from or reservations to the terms of the Contract, may, in UNOPS absolute discretion, be rejected or excluded from further consideration at any time during the evaluation, including after preliminary examination.

30. EVALUATION OF PROPOSALS

To evaluate a Proposal, UNOPS shall only use all the methodologies and criteria defined in the RFP. No other criteria or methodology shall be permitted.

All Proposals found substantially compliant with the formal and eligibility criteria under Article 29, Preliminary Examination, will go through subsequent evaluation as follows:

1. Qualification criteria (if included in Section III: Evaluation Criteria). Only Offerors meeting the minimum qualification criteria will be deemed qualified and be evaluated further.
2. A two-stage procedure will be utilized in evaluating the Proposals, with evaluation of the Technical Proposal being completed prior to any Financial Proposal being opened and compared. The total number of points which an Offeror may obtain for its Technical and Financial Proposals is stated in Section III: Evaluation Criteria and which shall have either a weighting of 80%-20%, 70%-30%, 60%-40%, or 50%-50%(Technical Proposal-Financial Proposal).
 - a. The Technical Proposal is evaluated on the basis of its compliance to Section IV: Schedule of Requirements, in accordance with the technical criteria points specified in Section III: Evaluation Criteria. Each Proposal will be given a technical score. A Proposal shall be deemed not substantially compliant at this stage if it does not achieve the minimum technical threshold indicated in Section III: Evaluation Criteria and if so, it will not be evaluated further.
 - b. Financial Proposals will only be opened for the Offerors that achieve the minimum technical threshold. Proposals scoring above threshold shall be checked for any arithmetic errors in computation and summation following Article 28. The maximum number of points for the Financial Proposals is as stated in Section III: Evaluation Criteria. This maximum number of points will be allocated to the lowest price

Financial Proposal. Financial Proposals from other offerors will receive points in reverse proportion according to the following formula:

$$\text{Points for the Financial Proposal being evaluated} = \frac{[\text{Maximum number of points for the Financial Proposal}] \times [\text{Lowest price}]}{[\text{Price of proposal being evaluated}]}$$

Example: Maximum number of Financial Proposal points is 30 points.

e: Offeror A's price is the lowest at \$10.00. Offeror A receives 30 points.

Offeror B's price is \$20.00. Offeror B receives $(\$10.00/\$20.00) \times 30 = 15$ points

After completion of the evaluation but prior to award, UNOPS shall conduct background checks/due diligence on the Offeror recommended for award, to confirm the Offeror meets the criteria set forth in this RFP or as appropriate to the nature of the procurement process and to reject an Offeror on the basis of such findings. Offerors shall permit UNOPS representatives to access their facilities at any reasonable time to inspect the Offeror's premises.

31. AWARD CRITERIA

In the event of a Contract award, UNOPS shall award the Contract to an Offeror who has been determined as eligible and qualified and whose proposal has obtained the overall highest score on the cumulative analysis evaluation of the Technical and Financial proposals, as specified in Article 30. UNOPS reserves the right to conduct negotiations with the Offeror recommended for award on the content of their Proposal.

32. UNOPS RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD

At the time the Contract is awarded, UNOPS reserves the right to increase or decrease the quantity of Goods and/or Services originally specified in Section IV: Schedule of Requirements, provided this does not exceed the percentages specified in Section IV: Schedule of Requirements, and without any change in the unit prices or other terms and conditions of the Proposal and the RFP.

33. NOTIFICATION OF AWARD

Prior to the expiration of the period of Proposal validity, UNOPS will notify the successful Offeror in writing by email or post, that its Proposal has been accepted. Please note that the Offeror, if not already a registered vendor, will be required to

complete a vendor registration process on the UNGM prior to the signature and finalization of the contract.

34. SIGNING OF CONTRACT

At the same time as UNOPS notifies a successful Offeror that its Proposal has been accepted, UNOPS will invite the Offeror, provided the Offeror is successfully registered on the UNGM, to sign the final version of the Contract provided in the Bidding Documents, incorporating all agreements between the parties.

35. PERFORMANCE SECURITY

The successful Offeror, if so specified in **Section I: RFP Particulars** shall furnish a Performance Security in the amount and form specified therein, within the specified number of days after receipt of the Contract from UNOPS. UNOPS shall promptly discharge the Proposal Securities of the unsuccessful Offerors pursuant to Instructions to Offerors Article 19.

Failure of the successful Offeror to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal Security. In that event UNOPS may award the Contract to the next lowest evaluated Offeror, whose offer is substantially responsive and is determined by UNOPS to be qualified to perform the Contract satisfactorily.

36. PAYMENT TERMS

UNOPS will ordinarily effect payment within 30 days after receipt of the goods/services and on submission of payment documentation unless otherwise stated in **Section I: RFP Particulars**. Time in connection with discounts offered for accelerated payment will be computed from the date of receipt of payment documents by UNOPS. Payment discounts will not be considered in the financial evaluation.

Unless otherwise stated in **Section I: RFP Particulars**, UNOPS will not accept requests from Offerors to make advanced payments on the contract signed, i.e. payments made prior to receipt of goods and/or services.

If so accepted in **Section I: RFP Particulars**, a request from the Offeror for advance payment shall be justified in writing by the Offeror in its Proposal. This justification must explain the need for the advance payment, itemize the amount requested, and provide a time-schedule for utilization of the requested advance payment amount. If such request is duly accepted by UNOPS, UNOPS may require the Offeror to submit a Bank Guarantee in the same amount as the advanced payment, in the form included in Section VI Contract Forms, or another Form acceptable to UNOPS.

37. CONTRACT MANAGEMENT

UNOPS will continuously manage the contractor's performance during the entire contract period and will conduct performance evaluation based on Key Performance

Indicators (KPIs) or Service Level Agreements (SLA) if so specified in Section IV: Schedule of Requirements.

Except under the circumstances of Force Majeure as described under the UNOPS General Conditions of Contract, if the Contractor fails to deliver any or all of the goods by the date(s) of delivery or perform the services tied to the delivery of goods within the period specified in the Contract, UNOPS may, without prejudice to any or all its other remedies under the Contract and if so stated in **Section I: RFP Particulars**, deduct from the Contract price, as liquidated damages, a sum of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, UNOPS may terminate the Contract pursuant to the General Conditions of Contract.

38. PUBLICATION OF CONTRACT AWARD AND DEBRIEFING PROCEDURES

UNOPS shall publish in its website (<https://data.unops.org>) and/or the UNGM website (<https://www.ungm.org/Public/ContractAward/Index/ContractAwards>) information regarding the purchase order(s) or contract(s) awarded as a result of this RFP.

UNOPS may debrief unsuccessful bidders upon receipt of a written request. The request for debrief must be received within 10 calendar days of the notification by UNOPS of the tender results to unsuccessful bidders and is a prerequisite for a bidder to file a bid protest, further to Article 43 below. UNOPS shall promptly respond in writing to any unsuccessful Bidder who requests a debriefing.

39. OTHER UNOPS RIGHTS

Subject to Article 29, UNOPS shall have no obligation to accept any Proposal, including the Proposal with the lowest price.

UNOPS may, in its absolute discretion, do all or any of the following:

- (i) require additional information from Offerors;
- (ii) change the structure and timing of the RFP;
- (iii) alter, terminate, suspend or defer the Proposal process or any part of or activity in it;
- (iv) consider or accept or reject any Proposal which is non-conforming;
- (v) request, attend or conduct any site inspections or clarification meetings;
- (vi) request, attend or observe any product, plant, equipment or other demonstration, trial or test, provided UNOPS acts reasonably in so doing;
- (vii) abandon, cancel or otherwise not proceed with the Proposal process at any time prior to the award of a contract, without any liability toward the Offerors and without providing any reason or notice to Offerors.

40. CONFIDENTIALITY

All information and documents provided to the Offerors by UNOPS shall be treated as confidential by the Offerors and shall:

- (i) remain the property of UNOPS;
- (ii) not be used for any purpose other than the purpose of preparing a Proposal; and

- (iii) be immediately returned to UNOPS in the event the Offeror declines to respond to this RFP, or, in the event of a rejected or an unsuccessful Proposal, within fifteen days of being notified by UNOPS that its Proposal was rejected or unsuccessful.

All information and documents provided to the Offerors by UNOPS shall not be disclosed to any third party, except:

- (i) with the prior written consent of UNOPS;
- (ii) where the third party is assisting a Offeror in preparing the Proposal, provided the Offeror has previously ensured that party's adherence to this duty of confidentiality;
- (iii) if the information or documents is/are at the time of this RFP lawfully in the possession of the Offeror through a party other than UNOPS;
- (iv) if required by law, and provided that the Offeror has previously informed UNOPS in writing of its obligation to disclose the information or documents; or
- (v) if the information is generally and publicly available other than as a result of breach of confidence by the person receiving the information.

41. ETHICS AND CORRUPT PRACTICES

UNOPS requires that all Offerors observe the highest standard of ethics during the entire Proposal process, as well as the duration of any contract that may be awarded as a result of this Proposal process. Therefore, all Offerors shall represent and warrant that they:

- (i) have not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the Proposal process and any contract that may be awarded a result of this Proposal process;
- (ii) have no conflict of interest that would prevent them from entering into a contract with UNOPS, and shall have no interest in other Offerors or parties involved in this Proposal process or in the project underlying this Proposal process;
- (iii) have not engaged, or attempted to engage, in any Proscribed Practices in connection with this RFP process or the contract that may be awarded as a result of this RFP process. For the purposes of this provision, Proscribed Practices are defined in the [UNOPS policy on vendor sanctions](#), and include:
 - A corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - A fraudulent practice is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or

attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- A coercive practice is an act or omission that impairs or harms, or threatens to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party;
- A collusive practice is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- An unethical practice: Conduct or behavior that is contrary to the conflict of interest, gifts and hospitality, post-employment provisions or other published requirements of doing business with UNOPS;
- Obstruction: Acts or omissions by a Vendor that prevent or hinder UNOPS from investigating instances of possible Proscribed Practices.

In the event that an Offeror fails to comply with any of the above representations and warranties, UNOPS shall have the right to reject the Proposal submitted by such Offeror, and to terminate any contract that may have been awarded as a result of this Proposal process immediately upon notice, without any liability for termination charges or any other liability of any kind of UNOPS. In addition, the Offeror may be precluded from doing business with UNOPS and any other entity of the United Nations System in the future.

42. AUDIT

UNOPS may conduct investigations relating to any aspect of the Contract award 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 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 relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNOPS access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. 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 UNOPS hereunder.

43. BID PROTEST

Any bidder that believes to have been unjustly treated in connection with this solicitation process may submit a complaint to UNOPS' Director of Implementation Practices and Standards through the bid.protest@unops.org email address. For a bid protest to be received and substantially assessed, the vendor must have requested a debrief further to Article 38 and submits the bid protest within 10 calendar days of UNOPS providing the debrief. In the unlikely event that UNOPS does not provide a debrief within 15 calendar days of the vendor's request further to Article 38 above the vendor may present a bid protest within 10 calendar days of the expiry of said 15 calendar day period. For further details on bid protests, please refer to the UNOPS Procurement Manual.

Section III: Evaluation Criteria

UNOPS's evaluation of a Proposal shall take into account the following evaluation criteria.

Eligibility and Formal Criteria – evaluated on Pass/Fail basis and checked during Preliminary Examination

Criteria	Documents to establish compliance with the criteria
1. Offeror is eligible as defined in Instructions to Offerors, Article 4	<ul style="list-style-type: none"> ● Form C: Offeror Information Form ● Form D: Joint Venture Partner Information Form, all documents as required in the Form, in the event that the Proposal is submitted by a Joint Venture. ● Form E: Proposal Submission Form
2. Completeness of the Proposal. All documents and technical documentation requested in Instructions to Offerors Article 10 have been provided and are complete	<ul style="list-style-type: none"> ● All documentation as requested under Instructions to Offerors Article 10, Documents Comprising the Proposals
3. Offeror accepts UNOPS General Conditions of Contract as specified in Section VI	<ul style="list-style-type: none"> ● Form E: Proposal Submission Form
4. Conflict of Interest	<ul style="list-style-type: none"> ● Form C: Offeror Information Form ● Form E: Proposal Submission Form
5. Bankruptcy	<ul style="list-style-type: none"> ● Form C: Offeror Information Form ● Form E: Proposal Submission Form

Qualification criteria – evaluated on Pass/Fail basis

Criteria	Documents to establish compliance with the criteria
1. Financial capability. Offerors should have a minimum annual average turnover/income/revenue of	<ul style="list-style-type: none"> ● Copy of audited financial statements for the last three years (2019, 2020, 2021)

<p>2,000,000 (two million US\$) in the last three fiscal years.</p> <p>For JV/Consortium/Association: all Parties cumulatively should meet requirements.</p> <p>Each member - Must meet at least 25% (<i>twenty five percent</i>) of the requirement</p> <p>Lead party - Must meet at least 40% (<i>forty percent</i>) of the requirement</p>	
<p>2. Offeror should be in continuous business of supplying similar services as specified in the Schedule of requirements during the last 3 (three) years prior to Proposal opening. For JV/Consortium/Association, all Parties should meet requirements</p>	<ul style="list-style-type: none"> ● Certification of incorporation of the Offeror
<p>3. Offeror should be legally registered in Afghanistan. For JV/Consortium/Association, all Parties should meet requirements</p>	<ul style="list-style-type: none"> ● Copy of valid legal registration in Afghanistan
<p>4. Similar experience For JV/Consortium/Association, the leading partner should meet requirements</p>	<ul style="list-style-type: none"> ● Experience in design, management, implementation, technical assistance, evaluation and/or facilitation of community-driven development projects in Afghanistan, in the South-Asian/ Middle Eastern Region and/ or in similar conflict/ immediate post-conflict affected countries/ zones, for a minimum of 2 projects/contracts required.
<p>5. Key staff</p>	<ul style="list-style-type: none"> ● FP Package Manager – 1 person ● FP Provincial Manager– 1 person/ province ● FP Lead Engineer – 1 person ● FP Lead Social Organizer/ Trainer Pair – 2 persons, one male and 1 female

Evaluation criteria – evaluated based on a cumulative analysis methodology

Criteria	Documents to establish compliance with the criteria
<p>Evaluation will be conducted based on the cumulative analysis of Technical and Financial Proposals with a weighting of 80%-20% (Technical Proposal-Financial Proposal).</p> <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p> <p>The minimum technical score required to pass the technical evaluation is 70 points</p>	<ul style="list-style-type: none"> ● Form G: Technical Proposal Form ● Form I: Format for Resume of Proposed Key Personnel ● Form H - Experience forms

Technical Proposal Evaluation sections:

Section number/description		Points Obtainable
1.	Offeror's Specific Experience	40
2.	Proposed Methodology and Work Plan	20
3.	Key Personnel proposed	40
Total Technical Proposal points		100

Section 1: Offeror's Specific Experience		Points
1.1	Experience in design, management, implementation, technical assistance, evaluation and/or facilitation of large-scale development projects/contracts in Afghanistan or similar environments. (3 points for each project/contract up to a maximum of 15 points)	15
1.2	Specific experience of the offeror in the implementation of community-driven development projects/contracts financed by the World Bank or other international donors in Afghanistan or similar environments. (5 points for each project/contract up to a maximum of 25 points)	25
Total points for section		40

Section 2: Proposed Methodology, Approach and Implementation Plan		Points
2.1	Detailed methodology and any innovations to support the ToR	10
2.2	Organizational structure to suit the methodology	5
2.3	Appropriate, well considered and feasible work plans to suit proposed methodology	5
Total points for section		20

Section 3: Key personnel proposed *		Points
3.1	Package Manager (team leader)	10
3.1.1	Education - minimum Bachelor's Degree completed in relevant field Bachelor Degree - 1 point, Master/PhD - 2 points	2
3.1.2	Experience in senior management capacities in large community development projects (less than 5 years - 0 points, 5 years - 2 points, 1 point for each additional year up to maximum 4 points);	4
3.1.3	Experience working for Community-Driven Development projects in Afghanistan or similar environments (less than 3 years - 0 points, 3 years - 2 points, 1 point for each additional year up to maximum 4 points);	4
3.2	Provincial Managers**	12
3.2.1	Education - minimum Bachelor's Degree completed in relevant field Bachelor Degree - 1 point, Master/PhD - 2 points	2
3.2.2	Experience in senior positions related to project management in large development projects (less than 3 years - 0 points, 3 years - 1 point, 1 point for each additional year up to maximum 5 points);	5
3.2.3	Experience working for Community-Driven Development projects in Afghanistan or similar environments (less than 3 years - 0 points, 3 years - 1 point, 1 point for each additional year up to maximum 5 points);	5
3.3	Lead Engineer	8
3.3.1	Education - minimum Bachelor's Degree in civil engineering Bachelor Degree - 1 point, Master/PhD - 2 points	2
3.3.2	Work experience in rural communities(Less than 8 years - 0 points, 8 years - 1 point, 1 point for each additional year up to maximum 3 points)	3
3.3.3	Experience as engineer in rural Afghan or similar environments in community driven development programs (less than 4 years - 0 points, 4 years - 1 point, 1 point for each additional year up to maximum 3 points)	3
3.4	Lead Social Organiser/ Trainer Pair no 1 (male)	5
3.4.1	Education - Higher Secondary School Education	2

	Higher Secondary School Education - 1 point, Bachelor degree - 2 points	
3.4.2	Relevant experience as Social Organiser in community driven development programs in Afghanistan or similar environments (less than 3 years – 0 points, 3 years – 1 point, 1 point for each additional year up to maximum 3 points)	3
3.5	Lead Social Organiser/ Trainer Pair no 1 (female)	5
3.5.1	Education - Higher Secondary School Education Higher Secondary School Education - 1 point, Bachelor degree - 2 points	2
3.5.2	Relevant experience as Social Organiser in community driven development programs in Afghanistan or similar environments (less than 3 years – 0 points, 3 years – 1 point, 1 point for each additional year up to maximum 3 points)	3
Total points for section		100

*Detailed presentation of Key Personnel can be found in Annex A - Detailed Information on Key Personnel and Lots

** Number of Provincial Managers varies from region to region. Maximum 12 points will be scored for each Provincial Manager then average score will be calculated:

Final Score for Provincial Managers = (Score for Provincial Manager 1 + Score for Provincial Manager 2 + -----)/ No. of Provincial Managers)

Section IV: TERMS OF REFERENCE

Afghanistan's Community Resilience and Livelihoods Project (CRLP) **Terms of Reference (ToRs): Facilitating Partners (FPs)**

1. Background/ Introduction to the Project:

The political transition in August 2021 has led to severe negative impacts on local businesses, employment and income. Overall, the economic crisis that followed the political transition has negatively impacted the labor market. The number of people looking for employment has increased in both rural and urban areas. The share of public sector employment has decreased, while the share of households reporting self-employment has risen. The local private sector contracting capacity also faces an existential threat due to the lack of opportunities that exist because of the sudden halt of development work. Up to 80 percent of economic activity in Afghanistan is estimated to be in the informal sector which is also impacted heavily by the liquidity crisis, drought conditions, COVID-19 crisis, and lack of access to basic services. According to the 2021 Seasonal Food Security Assessment, 95 percent of the population reported reduced incomes, out of which 76 percent reported a significant decrease compared to the previous year. The main reasons for decreased income were reduced employment and conflict.

Basic service delivery also remains vitally needed during this time of crisis, with approximately 30-40 percent of rural populations still in need of clean water sources. Improved access to transport, roads and electricity remains essential for economic productivity, jobs, and connecting remote communities to schools and health facilities. In addition, without necessary maintenance and repair work, many communities (that currently have access) would also soon lose access to these essential services.

Afghan women and girls were already vulnerable prior to the August 2021 political crisis and are now facing new restrictions. Women are especially vulnerable as they face diminishing access to public spaces, education, restrictions on work and employment, harassment, death threats and violence. Sub-groups of women, including female-headed households and adolescent girls, will need specialized support. Almost 100 percent of female-headed households are facing insufficient food consumption.

Furthermore, the large influx of IDPs in cities and peri-urban areas has created challenges in terms of the availability and quality of basic services, infrastructure, and economic opportunities. To ensure that the country addresses both the emergency humanitarian response and the short-to-medium term recovery needs, assistance is needed to boost livelihoods and incomes and to continue providing essential local service delivery in the form of clean water, road rehabilitation, and other basic services. Throughout the emergency and recovery phases, building community resilience and strengthening community organizations will be critical. International lessons from Fragility, Conflict and Violence (FCV) settings emphasize the importance of community participation and active engagement so as not to exacerbate underlying grievances and tensions. Experience in FCV settings highlights how critical it is to support the role of communities (and the private sector) during transitions.

The **Afghanistan Community Resilience and Livelihoods Project** is a new initiative of the World Bank and the Afghanistan Reconstruction Trust Fund (ARTF) with the objective to **provide short-term livelihood opportunities and deliver urgent essential services in rural and urban areas**. The Project has a total budget of US\$ 265 million and aims to cover an estimated 1 million households (approximately 7 million people) as direct beneficiaries for its livelihoods and social grants components, and a total population of around 9 million people in the same areas as beneficiaries for the services generated. The United Nations Office for Project Services (UNOPS) is the main Implementing Partner (IP) of the project.

The project has the following four components:

- **Component 1:** Emergency Livelihoods Support and Services in Rural Areas (\$141 million). This component will provide assistance in the form of cash-for-work and support for the rehabilitation of small-scale basic infrastructure services in around 6,450 rural communities in around 25 provinces, benefitting an estimated 6.8 million people.
- **Component 2:** Emergency Livelihoods Support and Services in Urban Areas (\$65 million): This component will provide livelihood opportunities for unskilled and semi-skilled labor and respond to urgent service delivery needs in urban areas through small-scale Labor-Intensive Works (LIWs) in 8 cities, benefitting an estimated 2.5 million people.

- **Component 3:** Social Grants for Women and the Most Vulnerable in Rural and Urban Areas (\$18 million): Vulnerable households (such as female headed households and households with disabled persons) who are unable to participate in the paid labor under Components 1 or 2 will be targeted using social grants. It is estimated that a total 132,000 such households will benefit from this Component.
- **Component 4:** Strengthening Community Institutions for Inclusive Service Delivery, Especially for Women (\$27 million). Underpinning the interventions in Components 1,2 and 3, this Component will provide assistance to build the capacity of Community Development Councils (CDCs) and other local community institutions by supporting NGOs' activities related to community mobilization, planning, implementation, monitoring, and training on a variety of topics. Working with CDCs will be especially important as an entry point for supporting women, safeguarding some of the critical gains made over the past 18 years and providing a safe space for women to meet. Supporting CDCs will also build strong accountability mechanisms at the community level for monitoring of activities and resolving grievances.

Note: The project has two Entry Criteria for Access (ECAs) to ensure that the principles of community and women's participation are maintained (CDCs that do not meet the ECAs will be dropped from the project coverage):

ECA 1: Established CDCs in the Project areas are not prohibited to operate: At the start of activities in communities, a minimum of 70 percent of CDC member positions need to be filled. During implementation, CDCs will: help coordinate assistance in their community including distribution of assistance; assist with beneficiary targeting including identifying the most vulnerable households in their community for assistance; and help to identify CRL cash-for-work schemes in rural areas or labor-intensive work schemes in urban areas.

ECA 2: Women's involvement continues in established CDCs: At the start of activities in communities, a minimum of 40 percent of CDC members are women. During implementation, women will review and provide inputs on the Vulnerable Group beneficiary list for the Social Grants.

Detailed information on the project can be found:
<https://documents.worldbank.org/en/publication/documents-reports/documentdetail/099941005092220009/idu0ba95440800fb504e13083fc077d4132723aa>

2. Introduction to the Facilitating Partner (FP) Role in the Project:

The FPs will be supporting the implementation of Components 1, 3, and 4 of the Project, while private contracting firms will be supporting the implementation of Component 2. The FP will also be required to support CDCs to meet the ECAs, and to monitor and report on them throughout the project duration. It should be noted that all work of the FPs will be guided by the Project’s Operations Manual (POM), that may be updated periodically during the Project period. FPs will also follow the guidelines outlined in the Project’s Field Training Manuals and in the trainings that will be provided by the IP to the FPs at the start of their contract periods. The role of FP is summarized in the table below (note that the FP will not be involved in Component 2, since it will be implemented with private contractors).

Key tasks of the FP by project component

Component	Rural	Urban
Component 1: Emergency Livelihoods Support and Services in Rural Areas	(a) remobilization of CDCs (b) identification and technical design of cash-for-work grant (CFWG) subprojects (c) identification of eligible households to participate in CFWG subprojects (d) implementation of CFWG subprojects	Not applicable
Component 2: Emergency Livelihoods Support and Services in Urban Areas	Not applicable	(a) reconstitution/remobilization of CDCs (only in areas where CDCs had been established in the past)

<p>Component 3: Social Grants for Women and the Most Vulnerable in Rural and Urban Areas</p>	<p>(a) identification of eligible households for social grants (b) determination of food packages to be procured and distributed with social grants (c) procurement of food packages (d) distribution of the food packages</p>	<p>(a) identification of eligible households for social grants (b) distribution of social grants (in the agreed cash modality)</p>
<p>Component 4: Strengthening Community Institutions for Inclusive Service Delivery, Especially for Women</p>	<p>(a) support for CDCs' continued compliance to ECAs (b) establishment and training of CDCs' subcommittees (c) continuation/establishment of food banks</p>	<p>(a) support for CDCs' continued compliance to ECAs (b) establishment and training of CDCs' subcommittees</p>

3. Overall Coverage and Coverage Specific to this ToR:

This Project is expected to cover around 6,450 communities in around 70 rural districts in 23 provinces, and around 500 project sites in 8 cities in 8 provinces of Afghanistan. There are a total of 6 FP lots for this coverage.

- Lot 1 - North East Region**
- Lot 2 - Central Region**
- Lot 3 - North West Region**
- Lot 4 - South Region**
- Lot 5 - South East Region**
- Lot 6 - East Region**

Detailed presentation of the Lots can be found in Annex A - Detailed Information on Key Personnel and Lots

4. Specific FP Roles and Responsibilities:

The FP will be required to follow both the Project's Operations Manual (POM) and Training Manuals closely in all its work related to this consultancy. The following provides an overview of the required roles and responsibilities in terms of specific activities to be completed:

4.1A. Community Re-Mobilization in Rural Areas:

- The FP will identify all rural communities to be covered under Components 1, 3 and 4 of this Project. It will divide up its social organizers (SOs) for rural areas into pairs, with each pair assigned to a defined set of 10 communities. It will also divide up its engineers with each engineer assigned for a defined set of 10 communities, preferably the same as assigned to a given pair of SOs.
- The FP will contact the office bearers of each rural community to be covered and inform them of the new project, and then meet with them and provide introductory information of the CRLP to the wider community through them.
- The FP will examine whether the CDC meets the Project's Entry Criteria for Access (ECAs'). FPs will support the community in re-constituting the CDC to meet the ECAs, within a maximum of 3 weeks from the date of notification of the community of the ECA requirements. (It should be noted that where the ECA conditions are not met within the stated deadline, with adequate support from the FP, the FP will then drop such communities from the coverage after informing the IP of the same).
- The FP will work with the re-constituted CDC to update existing community profiles and community resource maps. Once these are complete, the FP will work with the CDC to prepare a detailed list of beneficiary households for Components 1 and 3 (rural areas), as per the guidelines listed in the POM.
- The FP will ensure that the relevant forms for the community profile, the community resource mapping, the CDC re-registration and the beneficiary lists are submitted to the IP PIU and FP will ensure that their data is uploaded into the Project MIS as per the timelines that will be advised by the IP.

4.1B. Preparing CDC or Mosque Committee in Urban Areas

- The FP will divide up its Social Organizers for the urban areas into pairs, each pair assigned to a set of 10 urban communities.
- In urban coverage areas with CDCs, FP Social Organizers or SOs (along with UNOPS/ IP SOs) will examine whether the CDCs meet the Project ECAs regarding CDC and women CDC membership. Where these are not met, the FP will support the community in reconstituting the CDC to meet the ECA preliminary criteria within a maximum of 3 weeks. (Where the CDC does not meet the ECA preliminary conditions within the stated timelines, with adequate support from the FP and UNOPS SOs, such communities will be dropped from the project coverage).
- In urban coverage areas without CDCs, FPs will advise the existing mosque committees (of the largest Jumma mosque in a given urban community or with multiple mosque committees in the same) of the objectives of Component 3 and of the criteria for its beneficiary selection. FPs will then support the mosque committees in preparing the list of eligible beneficiary households for the same. FPs will also support these mosque committees in completing the required paperwork for requesting for the social grants for their urban communities, and submitting them to the IP.

4.2 Component 1: Subproject Proposals for Rural Livelihoods Subprojects:

- The FP will work with the CDC in identifying cash-for-work grant (CFWG) subprojects within or close to their communities, within the total grant amount assigned to the given community under component 1, as per the formula stated in the POM. These proposed subprojects should fit into the grant ceiling, allow for a minimum of 80% of the grant to be used exclusively for paid labor, and fall within the permissible menu of subprojects.
- The FP will elaborate the selected subprojects into proposals in the agreed templates and forms, defining engineering, budget, ESS and other elements. The FP will then submit the grant disbursement request to the IP for approval.
- The FP will support the CDC in publishing beneficiary household lists, and informing the community of the selected subprojects, specifically the paid labor subcomponent, and the grievance redressal mechanism (GRM) uptake channels.
- Once the disbursement request is approved by the IP, the FP will support the CDC in implementing the approved subproject, especially ensuring sound engineering/ technical design standards and quality, and maintaining labor logs and expenditure records per approved subproject per community.

- The FP will ensure data entry as per the MIS requirements in a timely manner for all key documents relevant to this component, and provision of all hard copy financial and procurement documentation (as required to the IP) at the end of this component.

(Please see the fiduciary management section below for the payment related FP responsibilities under this Component).

4.3 Component 3: Grant Requests for Urban and Rural Social Grants:

- The FP will work with the CDCs meeting the ECAs where present in both urban and rural areas, and with mosque committees in urban communities without CDCs, in informing the community of the Component 3/ Social Grant norms and beneficiary selection criteria used. The FP will also support the CDC/ mosque committee in publishing the list of selected beneficiary households and informing them of the social grants.
- The FP will prepare the disbursement request (outlining the food package per beneficiary household for rural areas, and the total grant per community in urban areas) and the list of beneficiary households (for both rural and urban areas). The FP will then submit the social grant disbursement request to the IP for approval. (It should be noted that the rural areas' social grants will be exclusively food packages, while in urban areas, it will be exclusively in cash).
- Once the social grants are disbursed by the IP to the FP's account, the FP will support the CDCs where present in both rural and urban areas, and the mosque committees in urban areas without CDCs, in informing the beneficiary households of the same.
- The FP will ensure data entry as per the MIS requirements in a timely manner for all key documents relevant to this component, and provision of all hard copy financial and procurement documentation (as required to the IP) at the end of this component.

(Please see the fiduciary management section below for the payment related FP responsibilities under this Component).

4.4 Fiduciary Management for Components 1 and 3

- The FP is required to set-up a stand-alone bank account in a commercial bank for grant funds for Components 1 and 3. (On average, a rural community will receive a grant of US\$ 21,000 under Component 1. A rural community will receive a grant of US\$ 2,100 under Component 3. On average, an urban community will receive a grant of US\$ 9,800 under Component 3. As such, it is estimated that the FP will be managing Components 1 and 3 grants of around US\$ _____ million under this package). It should be noted that this bank account is solely for the purposes of these grants and must be distinct from the FP's existing bank accounts.
- Component 1: All payments to be made to the eligible households providing labor under this Component will be handled directly by the FP, in close association with the CDC, and based on verified labor logs, as outlined in the POM.
- Component 1: The FPs will support the CDCs in handling all procurements related to the rural livelihood subprojects, and will make direct payments to the suppliers/ service providers for the same or reimburse the CDCs.
- Component 3 in rural areas: The FPs will support the CDCs in handling all procurements related to the rural social grant food packages, and will make direct payments to the suppliers/ service providers for the same.
- Component 3 in rural areas: The FPs will support the CDCs in ensuring distribution of the food packages and ensuring collection of supporting distribution verification documentation for the same.
- Component 3 in urban areas: The FPs will ensure cash-distribution to the approved list of beneficiaries submitted by the CDCs (where present) or mosque committees (where CDCs are not present) in urban areas. The actual mode of the cash distribution will be as outlined in the POM.
- The FP will ensure all fiduciary management requirements for these grants under Components 1 and 3 are handled in line with the IP requirements, including but not limited to timely settlement of advances with UNOPS, requests for replenishments, supporting documentation in hard and soft copies including uploading those for CDCs' expenditures into MIS, availability of documentation required for audits/ Third Party Monitors, and regular updates into the MIS.

4.5 Component 4 FP Responsibilities:

- In both rural and urban areas (where CDCs exist), the FP SOs will conduct male and female wing CDC meetings to work with the members on local development governance

- In rural areas, the FP will work with the CDCs in the establishment of two types of sub-committees with a male and a female wing for each: a) Community/Family Welfare Sub-Committee (a platform where both men and women can meet, learn, discuss health and nutrition) and b) Vulnerable Groups Development Sub-Committee that will work to assist the poorest households. In urban areas, where CDCs already exist, the FP will establish a Community/Family Welfare sub-committee (a platform where men and women can meet, learn, and discuss health and nutrition). In rural and urban areas, the women's wings of the sub-committees will ensure maximum women's inclusion and participation given the local context.
- In rural areas, the FP will train the Vulnerable Groups Development sub-committees in the establishment and running of food banks (where non-existent) or the strengthening of food banks (where present). The vulnerable group development sub-committees will also be trained to identify and keep track of vulnerable households in the community for future interventions in rural areas.
- The FP will help link the CDC and the relevant sub-committees with local, district and provincial health and education actors wherever available.
- The FP will ensure the provision of the list of trainings for the CDCs and their sub-committees as outlined in the POM.

4.6 Overall Contract Administration and Reporting:

- The FP will ensure that all aspects of this consultancy will be performed to satisfactory standards against the Project's Operations and Training Manuals, and Legal Agreements.
- The FP will ensure timely mobilization of this contract. This will include hire of the key staff as per approved proposals, and mandatory non-key staff as stated in this ToR, and in the timely set up of the provincial offices and designation of the main FP project office for this consultancy.
- The FP will ensure submission of CVs of appropriate candidates for any replacements required among key staff and will obtain the IP's approval for the same prior to any such changes introduced into the key staffing.
- The FP will submit quarterly reports to the IP, in the required templates, for every three-months of the contract period, within 21 days of the end of each reporting quarter.

- The FP will participate in a Project (or World Bank portfolio-wide) FP forum, and be an active part of a FP-representative group (FPRG). The FPRG will be responsible to represent all FP concerns to the IP and the World Bank, where required.
- The FP key staff will attend and support meetings/ committees/ evaluations called for by the IP and/or the World Bank as required.
- The FP will support the IP in investigations and resolutions of all field-level project grievances.
- The FP will support the IP in collecting and documenting best practices and success stories from the field, once every six-months.
- The FP will respond in a timely manner to any ad-hoc reporting requests as may be reasonably sought by the IA or the World Bank.

Component 1: Complete all approved subprojects and labor payments.			1 0 %	2 0 %	3 0 %	4 0 %	5 0 %	6 0 %	7 0 %	8 0 %	9 0 %	1 0 %					
Component 4: Subcommittees Established		3 0 %	6 0 %	1 0 %													
Quarterly progress reports			1 s t			2 n d			3 r d			4 t h			5 t h		6 t h

5. Organizational Structure and Key Staff Requirements:

The key staff requirements under this ToR are as follows:

- FP Package Manager – 1 person – 18 man-months
- FP Provincial Manager– 1 person/ province covered in this contract - 18 man-months each
- FP Lead Engineer – 1 person – 15 man-months
- FP Lead Social Organizer/ Trainer Pair –2 persons – 16 man-months each

It should be noted that in addition to the key staff, the FP is required to hire and manage the following field staff for this consultancy:

- Social organizers (SOs) for rural communities – 1 pair (i.e. 1 male and 1 female) for every 10 rural communities for 16 man-months each
- Social organizers (SOs) for urban communities – 1 pair (i.e. 1 male and 1 female) for every 10 urban communities for 12 man-months each in 7 cities, except in Kabul city where the 1 pair of SOs for 10 urban communities will be needed only for 4 man-months each.
- Engineers for rural communities – 1 for 10 rural communities covered in this contract – 15 man-months each
- Data Entry Officers (DEOs) – 4 per province for rural districts and 2 per urban city included in the package – 18 months each

Wherever feasible, female staff will be preferred. The key staff qualification requirements are as follows:

#	Key Staff Position	General qualifications (20%)	Adequacy for the assignment (80%)
1	FP Package Manager (1 position)	<p>(Preferred) Master's degree or higher in Development studies or similar and at least 7 years of relevant work experience</p> <p>OR</p> <p>(Minimum required)</p> <p>Bachelor's Degree completed in relevant field and minimum 10 years of relevant work experience</p>	<p>(Preferred) Work in senior advisory or management positions in large community development projects for a minimum period of 5 years</p> <p>OR</p> <p>(Minimum required) Work in mid to senior management capacities in large community development projects for a minimum period of 6 years</p> <p>Experience working for Community-Driven Development projects in Afghanistan is preferred.</p>
2	FP Provincial Manager(s) (# of positions = # of provinces to be covered for Component 1 =)	<p>(Preferred) Master's degree or higher in Sociology, Development studies development or similar and at least 4 years of relevant work experience</p> <p>OR</p> <p>(Minimum required)</p> <p>Bachelor's Degree completed in relevant field and minimum 6 years of relevant work experience</p>	<p>(Preferred) Work in senior positions related to project management in large development projects for a minimum period of 6 years</p> <p>OR</p> <p>(Minimum required) Work in project management in large development for a minimum period of 3 years</p> <p>Experience working for Community-Driven Development projects in Afghanistan is preferred.</p>

3	Lead Engineer (1 position) only for Component 1	(Minimum required) Bachelor's Degree in Civil Engineering and minimum 8 years of relevant work experience in rural communities	(Minimum required) Work as engineer in rural Afghan community development projects for a minimum period of 4 years
4.	Lead Social Organizers/ Trainer Pair (2 - 1 male and 1 female)	(Preferred) Bachelor's Degree in relevant field and 4 years' experience as Social Organizer OR (Minimum required) Higher Secondary School Education and minimum 6 years of relevant work experience	(Preferred) Work as Social Organizer in Citizens' Charter Program for at least 1 year and a minimum of 3 years in NSP OR (Minimum required) Work in community driven development program for a minimum of 5 years

6. Contract Duration:

The estimated contract duration for this stated consultancy is eighteen (18) months. Any extension beyond this period will be based on (a) satisfactory performance of the FP to the IP and World Bank, (b) continued need for the consultancy services, (c) availability of funding for the continued services, and (d) mutual written agreement of the same between the Client, the FP and the World Bank, and will be undertaken on the same unit rates as applicable in the original contract period.

7. Office/ Work Station Requirements:

The FP will be required to maintain one (1) office in the provincial capital cities of each of the provinces covered under this ToR and designate one of these offices as the main office for the FP for this project, in mutual agreement with the IP. The provincial offices for each province covered is mandatory. All key staff shared across the whole contract and not specific to each district/ city will need to be accommodated in the main office. The FP may also opt to maintain other district/ city level offices for each of the districts/ cities covered under this ToR, but this is optional.

8. Reporting Requirements:

The FP will be required to submit quarterly progress reports for every 3 calendar month periods during the contract duration. The quarterly reports should be prepared by the FP in the agreed template as provided by the IP, and should be submitted no later than 21 days from the end of each reporting period. A total of 6 quarterly reports are required of the FP under this consultancy. It should be noted that any invoice submitted, even with other milestones met, will be withheld until all pending quarterly reports are submitted by the FP and approved by the IP.

Section V: Returnable Bidding Forms

Note to Offerors: Instructions to complete each Form are highlighted in blue in each Form. Please complete the Returnable Bidding Forms as instructed and return them as part of their Proposal submission.

This Section comprises the following Returnable Bidding Forms:

- o Form A: Proposal/No Proposal Confirmation Form
- o Form B: Checklist Form
- o Form C: Offeror Information Form
- o Form D: Joint Venture Partner Information Form
- o Form E: Proposal Submission Form
- o Form F: Financial Proposal Form
- o Form G: Technical Proposal Form
- o Form H - Experience forms
- o Form I: Format for Resume of Proposed Key Personnel
- o Form J: Statement of Exclusivity and Availability
- o DRIVE Supplier Sustainability Questionnaire

Form A: Proposal/No Proposal Confirmation Form

If after assessing this opportunity you have made the determination not to submit your proposal, we would appreciate if you could return this form indicating your reasons for non-participation.

		Date:
To:	UNOPS [Insert name and office of contact person]	Email: [Insert UNOPS contact person's email (do not enter secure bid email address)]
From:	[Insert name of Offeror]	
Subject	RFP reference [insert ref.],	

Insert an X where applicable	Description
	YES , we intend to submit a proposal for Lot ---
	NO . We are unable to submit a competitive offer for the requested goods/services at the moment

If you selected NO above, please state the reason(s) below:

Insert an X where applicable	Description
	The requested goods/services are not within our range of supply
	We are unable to submit a competitive offer for the requested products at the moment
	The requested products are not available at the moment
	We cannot meet the requested specifications/terms of reference
	We cannot offer the requested type of packing
	We can only offer FCA prices
	The information provided for quotation purposes is insufficient
	Your RFP is too complicated
	Insufficient time is allowed to prepare a bid
	We cannot meet the delivery requirements

	We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc.)
	Sustainability criteria/requirements are too stringent (if applicable)
	We do not export
	We do not sell to the UN
	Your volume is too small and does not meet our order quantity
	Our production capacity is currently full
	We are closed during the holiday season
	We had to give priority to other clients' requests
	We do not sell directly but through distributors
	We have no after-sales service available
	The person handling the bids is away from the office
	Other (please provide reasons):
	We would like to receive future RFPs for this type of goods
	We don't want to receive RFPs for this type of goods

If UNOPS has questions to the Offeror concerning this NO BID, UNOPS should contact Mr./Ms. (), phone (), email (), who will be able to assist.

Form B: Checklist Form

Offerors are requested to complete this form and return it as part of their Proposal submission.

RFP reference no: [insert RFP reference No.], Lot no. _____

Name of Offeror: [insert name of Offeror]

Date: [insert submission date]

Before submitting your Proposal, please ensure compliance with the instructions included in Section I: RFP Particulars, Article 23, Proposal Submission.

TECHNICAL PROPOSAL ENVELOPE:

Activity	Yes/No/NA	Page # in your Proposal	If NO provide comment
Have you duly completed all the Returnable Bidding Forms?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form B: Checklist Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form C: Offeror Information Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form D: Joint Venture Partner Information Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form E: Proposal Submission Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form F: Financial Proposal Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form G: Technical Proposal Form	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form H : Experience Forms			
• Form I: Format for Resume of Proposed Key Personnel	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Form J: Statement of Exclusivity and Availability	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
Have you provided the required documents to establish compliance with the evaluation criteria established in Section III?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Copy of audited financial statements of the last three years	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
• Certification of incorporation of the Offeror	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		

<ul style="list-style-type: none"> • Copy of valid legal registration in Afghanistan 	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		
DRIVE Supplier Sustainability Questionnaire	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		

FINANCIAL PROPOSAL ENVELOPE (to be submitted in a separate envelope/email)

Activity	Yes/No/NA	Page # in your Proposal	If NO provide comment
<ul style="list-style-type: none"> • Form F: Financial Proposal Form 	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA		

Form C: Offeror Information Form

The Offeror shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.

RFP reference no: [insert RFP reference No.], Lot no. _____

Name of Offeror: [insert name of Offeror]

Date: [insert submission date]

1. Background and Expertise of Organisation:

Full legal name of Offeror	[complete]
What year was your firm/organization established?	[complete]
Address of registered office	[complete]
Name of Offeror Representative	complete]
Has your firm/organization ever filed or petitioned for bankruptcy? (If YES, explain in detail the reasons why, filing date, and current status.)	[complete]

Does your firm have an actual or potential conflict of interest in this procurement process? (Refer to Section II: Instructions to Bidders, Article 4, for details on conflict of interest)	[Insert either “No”, or “Yes” in which case please provide details on your actual or potential conflict of interest here]
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2. UNGM Registration and UNOPS Vendors

As part of the Proposal, it is desired that the Offeror goes to the United Nations Global Marketplace (UNGM) registration website: <https://www.ungm.org/Account/Registration> and fills out the registration.

If the Offeror is already registered with UNGM, please provide your UNGM registration number in the table below and please ensure that your firm’s information on UNGM is current.

The Offeror may still propose even if not registered with the UNGM. However, if the Offeror is selected for Contract award, the Offeror must register on the UNGM prior to Contract signature.

Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNGM vendor number]
Are you a UNOPS vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No

3. Contact details of persons that UNOPS may contact for requests for clarification during Proposal evaluation:

Name/Surname	[complete]
Title	[complete]
Tel Number (direct)	[complete]
Email address (direct):	[complete]

PS: This person must be available during the next two weeks following receipt of the Proposal.

Form D: Joint Venture Partner Information Form

[The Offeror shall fill in this Form in accordance with the instructions indicated below]

RFP reference no: [insert RFP reference No.], Lot no. _____

Name of Offeror: [insert name of Offeror]

Date: [insert submission date]

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

JV / Consortium/ Association Information	
Name	[complete]
Names of each partner and contact information (address, telephone numbers, fax numbers, e-mail address)	[complete]
Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[complete]
Proposed proportion of responsibilities between partners (in %) with indication of the type of the services to be performed by each	[complete]

Signatures of all partners of the JV:

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNOPS for the fulfillment of the provisions of the Contract.

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Form E: Proposal Submission Form

Offerors are requested to complete this form, sign it and return it as part of their Proposal submission. The Offeror shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Date: [Insert submission date]

Subject: Proposal for the supply of [Insert a brief description of goods/services] in [Name of country/city], RFP Case No. [Insert RFP ref. number], Lot no. _____ dated [insert date]

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Bidding documents, including amendments No.: [Insert the number and issuing date of each amendment];
- b. We offer to supply in conformity with the Bidding documents, including the UNOPS General Conditions of Contract and in accordance with the Schedule of Requirements;
- c. Our Proposal shall be valid for the period of time of [insert number of days which shall not be less than the specified in Section I: RFP Particulars, Period of Validity of Proposals] from the date fixed for the Proposal submission deadline as set out in the RFP, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- d. If our Proposal is accepted, and if so requested in Section I: RFP Particulars, we commit to obtain a performance security, in accordance with Instructions to Offerors, Article 35 and the General Conditions of Contract;
- e. We have no conflict of interest in any activity that would put it, if selected for this assignment, in a conflict of interest with UNOPS;

- f. We have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- g. Our firm confirms that the offeror and sub-contractors have not been associated, or had been involved in any way, directly or indirectly, with the preparation of the design, terms of references and/or other documents used as a part of this solicitation;
- h. We embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact;
- i. Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by UNOPS, nor is included in the suspended/ineligibility list of the UN/PD, other UN Agencies, the UN Security Council, and the World Bank, in accordance with Instructions to Offerors Article 4, Eligibility;
- j. We have not offered and will not offer fees, gifts and/or favours of kind in exchange for this RFP and will not engage in any such activity during the performance of any contract awarded;
- k. We understand that you are not bound to accept the lowest evaluated Proposal or any other Proposal that you may receive.

I, the undersigned, certify that I am duly authorized by [**insert name of Offeror**] to sign this Proposal and bind [**insert name of Offeror**] should UNOPS accept this Proposal:

Name : _____

Title : _____

Date : _____

Signature : _____

[**Stamp form of Proposal with official stamp of the Offeror**]

Form F: Financial Proposal Form

RFP reference no: [insert RFP reference No.], Lot no. _____

Name of Offeror: [insert name of offeror]

The Proposer is required to prepare the Financial Proposal following the below format and be submitted in an envelope separate from the rest of the RFP as indicated in the Instruction to Offerors. The financial proposal must be submitted in **US\$**.

The Financial Proposal must be filled in in both Tables 1 and 2 below (for which the total amount should match), including provision of a detailed cost breakdown. Provide separate figures for each functional grouping or category. The format includes specific expenditures under Table 2, which may or may not be required or applicable but are indicated to serve as examples. Offerors may adjust the name of expenditures under Table 2 if necessary.

Table 1: Cost breakdown per deliverable/output

Item No	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Inception Report on completion of key and field staff mobilisation and office set up	15%	[Offeror to insert price]
2	Approval of the disbursement requests from the FP for the rural communities' livelihoods subprojects	20%	
3	Completion of the social grants' component in each community	25%	
4	Completion of the rural livelihoods' subprojects	30%	
5	Male and Female wings of 2 Sub-Committees (Community/Family Welfare and Vulnerable Group Development) in rural areas (established	10%	

and monthly sessions conducted) Male and female wings of Community/Family Welfare Sub-Committee under CDC established and monthly sessions conducted		
Total financial proposal [currency]	100%	[insert total lump sum price]

Table 2: Cost breakdown per component

Offerors are requested to provide the cost breakdown for the above given prices based on the following format. UNOPS shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties agree to a contract amendment in the future.

Cost component	Qty.	No. of Personnel	Remuneration per Unit	Total Rate for the Period
Key Staff				
Package Manager (Team Leader)				
Provincial Managers				
Lead Engineer				
Lead Social Organiser 1				
Lead Social Organiser 2				
Key staff subtotal				
Non Key staff				
Social organisers for rural communities				
Social organisers for urban communities				
Engineers for rural communities				
Data Entry Officers				

Non Key staff subtotal				
Sub-total personnel costs				
Travel costs				
Daily allowance				
Communications				
Printing				
Other costs (provide details)				
Sub-total other expenses				
Total financial proposal USD				

The discounts offered, if applicable, and the methodology for their application are:

- Discounts:** If our proposal is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies, including if applicable discounts for accelerated payment.]
- Methodology of application of the discounts:** The discounts shall be applied using the following method: [Specify in detail the method that shall be used to apply the discounts];

List of subcontractors or suppliers

Offeror must identify the names of all subcontractors/suppliers who will be providing goods/services under this contract and the type of work being subcontracted, if applicable.

(A) [Full legal name and address of subcontractors]

(B) _____

(C) _____

I, the undersigned, certify that I am duly authorized by **[insert full name of Offeror]** to sign this Proposal and bind **[insert full name of Offeror]** should UNOPS accept this Proposal:

Name : _____

Title : _____

Date : _____

Signature : _____

Form G: Technical Proposal Form

RFP reference no: [insert RFP reference No.], Lot no _____

Name of Offeror: [insert name of offeror]

The Offeror's proposal must be organised to follow the format of this Technical Proposal Form. Where the offeror is presented with a requirement or asked to use a specific approach, the offeror must not only state its acceptance, but also describe, where appropriate, how it intends to comply. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

Technical Proposal Evaluation sections:

Section 1: Offeror's Specific Experience	
1.1	Description of the offeror experience in design, management, implementation, technical assistance, evaluation and/or facilitation of large-scale development projects/contracts in Afghanistan or similar environments. Fill experience form H 1.1
1.2	Description of the offeror experience in the implementation of community-driven development projects/contracts financed by the World Bank or other international donors in Afghanistan or similar environments. Fill experience form H 1.2

Section 2: Proposed Methodology, Approach and Implementation Plan	
2.1	Detailed methodology and any innovations to support the ToR

	<p>Description of the Offeror’s approach and methodology for meeting or exceeding the requirements of the Terms of Reference.</p> <p>The offeror to elaborate on the proposed modalities of cash programming/distributions (e.g., cash tokens or vouchers, electronic/pre-paid cards, mobile money etc), especially for Social Grants in urban areas. If you have more than one proposal, please outline pros and cons (if any) of each modality used.</p> <p>Please also state clearly what your experience as an NGO has been with each proposed cash distribution modality, including years of actual experience, geographic area, and the scale (number of communities/beneficiaries/amount of transaction).</p> <p>[Insert response here]</p>
2.2	<p>Organisational structure to suit the methodology, specifically outlining home office support and non-key staff roles proposed.</p> <p>[Insert response here]</p>
2.3	<p>Appropriate, well considered and feasible work plans to suit proposed methodology</p> <p>Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic</p> <p>[Insert response here]</p>

Section 3: Key personnel proposed	
3.1	<p>Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services</p>

[Insert response here by filling up the below table]		
Name and Nationality	Position to be Assumed in this Contract	Requirements as per Terms of reference
[Insert]	Package Manager (Team Leader)	Copy the requirements in the TOR. If you are proposing additional personnel not included in the min. structure, please make this column as N/A
[Insert]	Provincial Managers	
[Insert]	Lead Engineer	
[Insert]	Lead Social Organiser 1	
[Insert]	Lead Social Organiser 2	
3.2	Qualifications of key personnel proposed [For each of the names identified above, attach his/her CV using the format in Form I: Format for Resume of Proposed Key Personnel. If so required in Section I, also attach his/her Form J: Statement of Exclusivity and Availability]	

I, the undersigned, certify that I am duly authorized by [**insert full name of Offeror**] to sign this Proposal and bind [**insert full name of Offeror**] should UNOPS accept this Proposal:

Name : _____

Title : _____

Date : _____

Signature : _____

Form H - Experience Forms

H 1.1

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
<i>{e.g., Jan.2018–Apr.2021}</i>	<i>{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }</i>	<i>{e.g., Ministry of, country}</i>	<i>{e.g., US\$1 mill/US\$0.5 mill}</i>	<i>{e.g., Lead partner in a JV A&B&C}</i>

H 1.2

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
<i>{e.g., Jan.2018–Apr.2021}</i>	<i>{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }</i>	<i>{e.g., Ministry of, country}</i>	<i>{e.g., US\$1 mill/US\$0.5 mill}</i>	<i>{e.g., Lead partner in a JV A&B&C}</i>

Form I: Format for Resume of Proposed Key Personnel

RFP reference no: [insert RFP reference No.], Lot no. _____

Name of Offeror: [insert name of Offeror]

Position	[Insert]
Name of Personnel	[Insert]
Title	[Insert]
Years with Firm	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]
Professional certifications	[Provide details of professional certifications relevant to the scope of services] <ul style="list-style-type: none"> • Name of institution: [Insert] • Date of certification: [Insert]
Employment Record/Experience	[Starting with present position, list in reverse order, every employment held. List all positions held by personnel since graduation, giving dates, names of employing organization, title of position held and location of employment. For experience in the last ten years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]
References	[Provide names, addresses, phone and email contact information for two (2) references] <p>Reference 1:</p> <p>Reference 2:</p>

I, the undersigned, certify to the best of my knowledge and belief, this bio-data is accurate.

 Signature of Personnel (individual)
 (Day/Month/Year)

 Date

 Signature of Agency representative
 (Day/Month/Year)

 Date

Form J: Statement of Exclusivity and Availability

RFP reference no: [insert RFP reference No.], Lot no _____

Name of Offeror: [insert name of Offeror]

Date: [insert submission date]

I, the undersigned, hereby declare that I agree to participate exclusively with the Offeror [insert Offeror name] in the above-mentioned RFP. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this proposal is successful, namely:

From	To
[start of period 1]	[end of period 1]
[start of period 2]	[end of period 2]
[etc.]	

I confirm that I am not engaged in other projects in a position for which my services are required during the periods where my services are required under this RFP.

By making this declaration, I understand that I am not allowed to present myself as a candidate to any other Offeror submitting a proposal for this RFP. I am fully aware that if I do so, I will be excluded from this RFP, the proposals may be rejected, and I may also be subject to exclusion from other UNOPS tender procedures and contracts.

Furthermore, should this proposal be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or *force majeure*, I may be subject to exclusion from UNOPS other tenders and contracts and that the notification of award of contract to the Offeror may be rendered null and void.

Name : _____

Title : _____

Date : _____

Signature : _____

DRIVE Supplier Sustainability Questionnaire

<https://docs.google.com/spreadsheets/d/1zzGfHwxBID7PMLkO6WF58PT7gdBuZq7L/edit?usp=sharing&ouid=109984995824713457941&rtpof=true&sd=true>

Section VI: Contract Forms

Contract for Professional Services [Contract reference and number]

INSTRUMENT OF AGREEMENT

This Contract is made on the [insert] day of [insert month] 20[insert].

Between

- (1) The United Nations Office for Project Services (“UNOPS”), a subsidiary organ of the United Nations, (“UNOPS”); and
- (2) [insert name], a [insert type of company e.g. limited liability] company incorporated under the laws of [insert name of country] and having its registered address at [address], [insert name of city and country] (the “Contractor”), together with UNOPS, the Parties.

1. Scope of the Services.

- 1.1. UNOPS intends to retain the Contractor for the implementation of certain services regarding [insert summary description of the services].
- 1.2. The Contractor has represented to UNOPS that it has the appropriate experience, expertise, licences, and resources to undertake the Services and has agreed to undertake the Services in accordance with the Contract.
- 1.3. In reliance on the Contractor’s representations UNOPS has entered into the Contract.
- 1.4. The Contract sets out the terms and conditions upon which the Contractor will undertake the Services.

2. Entry into force. Time limits.

- 2.1. The Contract shall enter into force upon its signature by both Parties.
- 2.2. The Contractor shall commence the performance of the Services not later than [insert date] and shall complete the Services [18 calendar months of such commencement” or (b) no later than [date]”.
- 2.3. All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

3. Contract documents.

- 3.1. The following documents, listed in the order of priority, are deemed to form and be read and construed as part of the Contract, having superseding effect over any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract:
- 3.1.1. The Special Conditions included in Annex 1;
 - 3.1.2. The UNOPS General Conditions of Contract for the provision of Services included in Annex 2;
 - 3.1.3. This Instrument of Agreement;
 - 3.1.4. UNOPS' solicitation document, reference [insert reference number], dated [insert date], and subsequent amendments and clarifications, not attached hereto but known to and in the possession of both parties, including the Schedule of Requirements, attached hereto as Annex 3;
 - 3.1.5. The Breakdown of Costs included in Annex 4; [The Contractors' proposal [reference [insert reference number], dated [insert reference date], as clarified by the agreed minutes of the negotiation meeting [dated [insert meeting date]], both documents not attached hereto but known to and in the possession of both parties.

4. Performance of the Services.

- 4.1. The Contractor shall perform and complete the Services described in Annex 3 with due diligence and efficiency and in accordance with the Contract.
- 4.2. The Contractor shall provide the services of the following key personnel:
- | Name | Specialization | Nationality | Period of service |
|---------------|-------------------------|----------------------|----------------------------|
| [insert name] | [insert specialization] | [insert nationality] | [insert period of service] |
| [insert name] | [insert specialization] | [insert nationality] | [insert period of service] |
- 4.3. Any changes in the above key personnel shall require prior written approval of the Director, [insert name of Director] RO/OC UNOPS.
- 4.4. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.
- 4.5. The Contractor shall submit to UNOPS the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES] [INDICATE DELIVERY DATES]

e.g.

Progress report /.....

..... /.....

Final report /.....

4.6. 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 clause 6.1 below.

5. Price and payment.

5.1. In full consideration for the complete and satisfactory performance of the Services in accordance with the Contract, UNOPS shall pay the Contractor a fixed contract price of [insert currency and amount in figures and words].

5.2. 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.

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

5.4. UNOPS shall effect payments to the Contractor within thirty (30) calendar days of the date of receipt of the relevant original invoice, subject to the acceptance by UNOPS of the Services reflected in the said invoice. Payments will be made by UNOPS by transfer to the bank account specified by the Contractor in the "oneUNOPS Supplier Profile" form. UNOPS shall bear the charges imposed by its bank. The Contractor shall bear any other bank charges pertaining to such bank transfer. The original invoice shall be submitted by the Contractor to the address specified in clause 6.1 below, upon achievement of the corresponding milestones and for the following amounts:

Milestone	Amount	Target date
[insert milestone]	[insert amount]	[insert date]
[insert milestone]	[insert amount]	[insert date]

6. Notifications.

6.1. For the purpose of notifications under the Contract, the addresses of UNOPS and the Contractor are as follows:

For UNOPS:

[Insert name of RO/OC Director]

Director

[RO/OC.....]

UNOPS

Address

Ref. _____ / _____ / _____

[Insert contract reference and number]

Phone: [Insert phone number]

Fax: [Insert fax number]

Email: [Insert email address]

For the Contractor:

[Insert name, address, phone, and fax/email]

7. Good faith.

7.1. The Parties undertake to act in good faith with respect to each other's rights and obligations under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

IN WITNESS WHEREOF, the Parties have caused the Contract to be executed by their respective duly authorised representatives as of the date first written above:

SIGNED FOR AND ON BEHALF OF:

UNOPS

The Contractor

Name: [insert name of authorised signatory
of UNOPS]

Title: [insert title in capital blocks]

Date: [insert date]

Name: [insert name of authorised signatory
of The Contractor]

Title: [insert name in capital blocks]
[insert title in capital blocks]

Date: [insert date]

ANNEX 1: Special Conditions

Part 1 - Amended Clauses

The clauses within the UNOPS General Conditions of Contract for the provision of Services or the Instrument of Agreement are amended in the following manner. If nothing is stated, then no amended conditions apply.

No.	Clause Number	Revised Clause
1		
2		
3		
4		
5		
...		

Part 2 - Added Clauses

The following additional clauses are included in the UNOPS General Conditions of Contract for the provision of Services or the Instrument of Agreement as specified below. If nothing is stated, then no additional conditions apply.

No.	Clause Number	New Clause
1		
2		
3		
4		
5		
...		

ANNEX 2: UNOPS General Conditions of Contract for the provision of Services

<https://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx>

ANNEX 3: Schedule of Requirements**ANNEX 4: Breakdown of Costs**

Annex A - Detailed Information on Key Personnel and Lots

Lot s	Key Staff	Region	Province for rural coverage	Rural Districts to be covered	Estimated CDCs (rural)	Province wise CDCs rural	Lot wise: Comp 1, 3 and 4 for rural: CDCs	Lot wise: Comp 3 and 4 for urban
1	FP Package Manager -1; FP Provincial Managers - 3; FP Lead Engineer - 1; FP Lead Social Organizers - 1 male and 1 female. Total = 7	North-east	BADAKHSHAN	Arghanj Khwa	28	399	1155	Kunduz city 34 project sites
				Argo	134			
				Baharak	95			
				Kishim	95			
				Warduj	47			
			BAGHLAN	Andarab	106	271		
				Dushi	80			
				Khinjan	30			
				Tala Wa Barfak	55			
			TAKHAR	Baharak	109	485		
				Bangi	59			
				Dashti Qala	64			
				Hazar Sumuch	31			
				Kalafgan	46			
Khwaja Bahawuddin	44							
Khwaja Ghar	90							
Namak Ab	42							
2	FP Package Manager -1; FP Provincial Managers - 5*;	Central	BAMYAN	Sayghan	40	121	1115	Kabul city 200; Bamyan city 12 project sites
				Shibar	81			
			PARWAN	Sayd Khel	65	141		
				Jabalussaraj	76			
			KAPISA	Hisa-i-Awali Kohistan	93	198		

	FP Lead Engineer – 1; FP Lead Social Organizers – 1 male and 1 female. Total = 9 (Note: No separate provincial office or manager required for Panjshir. This province to be managed from either Kapisa or Parwan provincial offices.			Hisa-i-Duwardi Kohistan	105			
			KABUL	Khaki Jabbar	29	279		
				Paghman	92			
				Surobi	158			
			PANJSHIR*	Abshaar	20	37		
				Shutul	17			
			WARDAK	Hisa-l-Awali Bihsud	203	339		
				Jalrez	84			
				Maydan Shahr	52			
			3	FP Package Manager –1; FP Provincial Managers – 4; FP Lead Engineer – 1;	North-West	FARYAB		
Andkhoy	73							
Herat	Kohsan	59				122		
	Zinda Jan	63						
SAMANGAN	Aybak	134				204		
	Ruyi Du Ab	70						
SARI PUL	Gosfandi	86				262		
	Sari Pul	176						

	FP Lead Social Organizers – 1 male and 1 female. Total = 8							
4	FP Package Manager –1; FP Provincial Managers – 4; FP Lead Engineer – 1; FP Lead Social Organizers – 1 male and 1 female. Total = 8	South	HELMAND	Nad Ali	135	559	1476	Kandahar city 77 project sites
				Nahri Sarraj	208			
				Nawa-l-Barak Zayi	216			
			KANDAHAR	Panjwayi	210	355		
				Shah Wali Kot	145			
			NIMROZ	Delaram	47	343		
				Khash Rod	111			
				Zaranj	185			
			URUZGAN	Chora	219	219		
			5	FP Package Manager –1; FP Provincial Managers – 5; FP Lead Engineer – 1; FP Lead Social Organizers – 1	South-east	KHOST		
Jaji Mangal	61							
LOGAR	Khushi	77				77		
PAKTIKA	Urgun	96				179		
	Yosuf Khel	83						
GHAZNI	Bahrami Shahid (Jaghatu)	151				495		
	Khwaja Umari	39						
	Nawur	305						
PAKTYA	Gardez	185				203		
	Shwak	18						

	male and 1 female. Total = 9							
6	FP Package Manager -1; FP Provincial Managers - 4; FP Lead Engineer - 1; FP Lead Social Organizers - 1 male and 1 female. Total = 8	East	KUNARHA	Chawkay	92	152	891	Jalalabad city 45 project sites
				Nari	60			
			LAGHMAN	Alishing	161	194		
				Baadpukh	33			
			NANGARHAR	Kot	86	342		
				Muhmand Dara	75			
				Pachir Wa Agam	95			
				Rodat	86			
			NURISTAN	Bargi Matal	27	203		
				Du Ab	58			
				Nurgaram	60			
				Wama	58			
6 lots		6 Regions	26 Provinces	70 Rural Districts	6450	6450	6450	8 cities, 500 project sites

**Note: these areas may change slightly once field implementation begins and depending upon coordination with other actors and country contextual factors.