

No. 391-29/2011-STG-III
Government of India
Ministry of Communications & IT
Department of Telecommunications
Sanchar Bhawan, 20, Ashoka Road, New Delhi - 1

Most Immediate

4th April, 2011
Dated, 30th March, 2011

To

- (i) The Chairman & Managing Director
Bharat Sanchar Nigam Ltd./
Mahanagar Telephones Nigam Ltd.
- (ii) Sr. DDG (TEC)/DDG (Security)(In respect of TERM Cells)

Subject: Deputation of Indian Civil Service Officers to Afghanistan under the National Institute Building Programme (NIBP) of the United Nations Development Programme (UNDP).

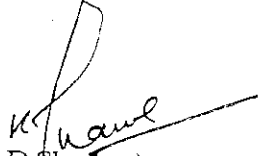
I am to enclose a copy of Department of Personnel & Training's letter No.1/2/2010-FA (UN) (Vol.III), dated 4th March, 2011 on the subject mentioned above. Copy of the communication of the UNDP details the emoluments and other terms and conditions of the contract may be downloaded from the website www.persmin.nic.in

2. It is requested that bio-data of eligible and willing officers, complete in all respects as mentioned below may be forwarded to the undersigned positively by 11th April, 2011.

- (i) Bio-data of officer duly certified by the administrative authority, maintaining the service book.
- (ii) While forwarding the application, circle office may intimate whether any penalty (Major/Minor) has been imposed on the officer during the last ten years as per service book record of the officer.

3. Applications without above documents will not be entertained.

Enclosure: a/a.


(K D Sharma)

Under Secretary (SNG)

Tele No. 23036226

Copy to

- (i) Dir (IT), alongwith enclosures, with a request to place the circular on the website of DoT. Hindi version will follow.
- (ii) AD (OL) with a request to provide Hindi version of the letter

121/DC/111
2/4

33

No.- 1/2/2010-FA (UN) (Vol. III)
Government of India
Ministry of Personnel, Public Grievances & Pension
Department of Personnel & Training

North Block, New Delhi-110001
Dated the 04th March, 2011

To,

1. The Chief Secretaries,
All State Governments.
2. All Secretaries,
Ministries/Departments of the Government of India.

Subject:- Deputation of Indian Civil Service Officers to Afghanistan, under the National Institute Building Programme (NIBP) of the United Nations Development Programme (UNDP)

Sir/Madam,

This is regarding deputing of Indian Civil Service Officers to Afghanistan, under the National Institute Building Programme (NIBP) of the United Nations Development Programme (UNDP), for continuing Indian assistance in Capacity Building of Afghan Government Institution, a tripartite memorandum of understanding has been signed between the UNDP, Government of India (Ministry of External Affairs) and the Government of Afghanistan under the NIBP.

2. The duration of the project is likely to be one year. The requirement under the project will be for areas like Policy and Strategy Development, Project Management, Financial Management, Procurement, Human Resource Management and other technical areas. The focus of the NIBP shall be on advisory services for policy development and systems and procedures improvement, in addition to coaching and mentoring as a tool for capacity development of Afghanistan Civil Service.

3. A Copy of the communication of the UNDP detailing the emoluments and other terms & conditions of the contract is enclosed herewith. This can also be accessed on this Department's website-persmin.nic.in.

4. Indian Civil Servants with 10 years of service are eligible for this post. Officers applying for this post should possess the following qualifications and experience: -

IS/Adm
741/SICR/2011
21/3

157AA/2/11
21/3

21/3

SR(A)

21/3

21/3

21/3

81/35(A)

21/3

877(DIACAD)
22/3

United Nations Development Programme
Country Office for Afghanistan



27 May 2010

Excellency,

Subject: Recruitment of Government of India (GOI) civil servants to work as Capacity Development Advisors (CDAs) under the National Institution Building Project (NIBP) - terms and conditions of CDAs under the MOU with GOI

The United Nations Development Programme (UNDP) presents its compliments to the Embassy of India in Kabul and is thankful to the Government of India (GOI) for its support to the National Institution Building Project (NIBP) in succession of the Capacity for Afghan Public Service (CAP) project. It was my privilege to visit your place on March 30, 2010 and execute the tripartite Memorandum of Understanding (MOU) between the Government of Islamic Republic of Afghanistan (GIRA), the GOI and the UNDP as well as the Cost Sharing Agreement (CSA) between the GOI and the UNDP for implementation of the NIBP.

In addition to availing the services of GOI civil servants to work as Capacity Development Advisors (CDAs), I am particularly delighted to note that the MOU with GOI provides an opportunity to draw upon the vast pool of experts from GOI under twinning arrangement for institutional capacity building of ministries / agencies of GIRA. The payment under the (Special Service Agreement) SSA contract shall be as given below:

> USD 7,000 per month plus cost of living (USD 108 per day in Afghanistan)

The requirement under the project will not only be for Advisors in common functions of government (Policy & Strategy Development, Project Management, Financial management, Procurement and Human Resource Management) but also in specific technical areas. Also, the focus of NIBP shall be on advisory services for policy development and systems & procedures improvement. On the other hand, coaching and mentoring shall continue to be a tool for capacity development of Afghan civil servants.

The UNDP Afghanistan now requests the GOI to circulate among its civil servants the opportunity to work with NIBP and seek applications along with their resume. The applicants should have at least 10 years of work experience. The applications may kindly be forwarded to UNDP at the earliest to enable us to undertake a transparent recruitment process in accordance with agreed procedures.

UNDP avails itself of this opportunity to thank the Government of India for supporting the national capacity development efforts in Afghanistan through the NIBP.

Please accept, Excellency, assurances of my highest regards.

Yours sincerely,

Manoj Basnyal
Country Director

H.E. Jayant Prasad
Ambassador
Embassy of India
Kabul, Afghanistan

3. Consideration
 As full consideration for the services performed by the Individual contractor under the terms of this Agreement, UNDP shall pay the Individual contractor *Three Hundred and Twenty-two United States Dollars (USD322) per day worked upon receipt of certification of work completed.*

Maximum contract amount:

a. Fees (USD 322 per working day x 261 working days):	USD 84,042
b. Daily Allowance in Afghanistan (USD 108 per day x 365 days)	USD 39,420
c. Airfare (reimbursable)	USD 1,000
Total:	USD 124,462

This payment should be made on Monthly / except Final payment which will require submission of accepted Final Report basis.

Payment Instruction: Applicable only for international Individual contractors:

- If applicable, Cost of Round trip Economy Class Airfare for the most direct and least costly route for Home /Kabul/ Home upon receipt of invoice and copy of tickets.
- Cost of obtaining Afghanistan visa will be paid upon submission of receipt.
- Terminal and DSA, if applicable will be paid for any unavoidable stopover for each way for travel to take up assignment and upon completion of assignment only as applicable.
- Travel days are not considered working days.
- Work remuneration fees commence on first day of work of the commencement of the contract.

Where two currencies are involved, the rate of exchange shall be the United Nations Operational Rate of Exchange on the day the UNDP instructs its bank to effect the payment(s). The fee is payable on satisfactory completion of the Agreement. For payment in installments, certification of satisfactory performance at each phase is required.

Notwithstanding Paragraph No. 13: Termination of UNDP General Conditions of Contract for Special Service Agreements, if the Individual Contractor terminates the contract at his or her own will, prior to fulfilling the agreed contract period or completing the deliverables required under the contract, UNDP shall not be responsible for paying for the Individual Contractor's return ticket or any expenses related to the return journey. In the event that UNDP has already reimbursed the cost of a return ticket or any expenses related to the return journey at the commencement of the assignment, the Individual Contractor will refund this amount to UNDP. If there is any payment owed by UNDP to the Individual Contractor, UNDP will deduct the cost of the return ticket or any expenses related to the return journey from this payment.

Phase	Amount

4. Rights and Obligations of the Individual contractor
 The rights and obligations of the Individual contractor are strictly limited to the terms and conditions of this Agreement, including its Annexes. Accordingly, the Individual contractor shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, as expressly provided in this Agreement. The Individual contractor shall be solely liable for claims by third parties arising from the Individual contractor's own negligent acts or omissions in the course of performing this Agreement, and under no circumstances shall UNDP be held liable for such claims by third parties. according with Article 10: Insurance, of the UNDP General Conditions of Contracts for Special Services Agreement (SSA) the individual contractor must hold and be financially responsible for holding valid health and medical

Seen, Read and Initialed-----

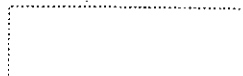
National Institution Building Project (NIBP)
Terms of Reference (TOR) for Capacity Development Advisor (CDA)

1. Background

- 1.1. Building robust government institutions for effective governance and a professional and responsive civil service with the overall aim of improving service delivery to Afghan people is one of the top priorities of the Government of Islamic Republic of Afghanistan (GIRA). In the Afghanistan National Development Strategy (ANDS), Capacity Development (CD) has been identified as a cross cutting issue and the improvement of public sector capacity in particular as the key challenge to development in Afghanistan. It has been recognized that unless adequate capacities are built, technical and financial support will remain underutilized to the detriment of the development process.
- 1.2. In Afghanistan, problems of capacity exist at all levels where capacity is needed and assessed. At the overarching systemic level of the enabling environment, the legal and policy framework needs to be put in place to guide and lead the implementation of measures for the development of effective organizations and improved performance. At the organizational level, some of the major problems include an incoherent government structure with overlapping functions across government ministries; outdated work processes, procedures and systems; patronage and nepotism in appointments; gender imbalances; and the absence of well defined mechanisms for carrying out common functions of government, namely policy and strategy formulation, project management, financial management, procurement and human resource management. At the individual level, lack of human capacity in terms of availability, knowledge and competence, is a serious issue in government ministries/agencies responsible for service delivery at national and sub-national levels. There has been a basic lack of core competencies and specialist skills to develop policies implement projects and deliver services.
- 1.3. The National Institution Building Project (NIBP) builds upon the proven and successful experience of the two UNDP projects, namely, Capacity for Afghan Public Services Project (CAP) and Civil Service Leadership Development (CSLD) Project. The NIBP brings the experiences of CAP and CSLD projects under a single project framework to provide a coordinated, up-scaled and comprehensive package of CD support required by the government at the national and sub-national levels. The General Directorate of Programs' Design and Management (GDPDM) of the Independent Administrative Reform and Civil Service Commission (IARCSC) of the GIRA is the Implementing Agency for the Project. The GDPDM is responsible and accountable for managing the project, including monitoring and evaluation of project interventions, achieving project outputs, and effective use of resources.
- 1.4. The National Institution Building Project (NIBP), to be implemented over a period of four years (2010-2013), will follow an integrated approach to CD. The primary objectives of the project would be to enhance capacity within the ministries at all three levels, namely institutional, organizational and individual which would ultimately result into improved service delivery through an efficient, organized and trained civil service. The visible impact would be better budget utilization, rationalized organization structures and well trained civil servants.
- 1.5. The results of NIBP shall be achieved primarily through provision of services of Capacity Development Advisors (CDAs) in select government entities to provide coaching and advisory services for institutional strengthening, organizational reforms and skills development. Institutional and organisational reforms shall be undertaken under overall Public Administration Reform (PAR) strategy of IARCSC.

2. Objectives of the Assignment

- 2.1. The CDA will contribute towards developing sustainable capacities within the ministry / agency at all levels namely the institutional (enabling environment) level, the organizational level and the individual level and will work with counterparts to facilitate their performance, learning and development.



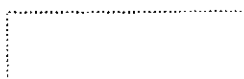
- 41
41
- 3.2.2.3. Assist in negotiation of proposal/policies within the Ministry and/or with other Ministries / Agencies;
 - 3.2.2.4. Use of basic organizational audit methodologies such as analysis of strengths, weaknesses, opportunities and threats (SWOT) and organizational capacity assessment tools for assessment of the existing situation to identify strengths and weaknesses and opportunities for improvement;
 - 3.2.2.5. Coach management in how to restructure and redefine functions of work units / departments and to define new work procedures, team based work processes and job descriptions;
 - 3.2.2.6. Assist departments and divisions to analyze the impact of change and provide for feedback to correct or adjust the course of the change process and assist management to implement procedures for reviewing and evaluating the outcome of change processes;
 - 3.2.2.7. Assist management to identify and allocate responsibilities to department staff and working units to ensure appropriate delegation of decision making and implementation of orders.
- 3.2.3. Behavioral, Managerial Style Tasks:
- 3.2.3.1. Assist management to establish mechanisms for participative decision making, task allocation and conflict resolution within departments and working units;
 - 3.2.3.2. Advise on techniques for discharge of the general administration and office management responsibilities in the Ministry;
 - 3.2.3.3. Coach managers on leadership and team based work processes, including motivating, giving direction, and applying incentives and disciplinary measures;
 - 3.2.3.4. Apply confidence building techniques to establish and sustain trust and to ensure commitment and cohesion within team work environments.
- 3.2.4. Any other task assigned by the NIBP Project Manager.

4. Outputs of the Assignment

- 4.1. A Work Plan for the assignment.
- 4.2. A specific supplementary TOR for the functional area of assignment assigned to the CDA.
- 4.3. A Capacity Development Plan inclusive of the Capacity Assessment report.
- 4.4. Capacity of staff of ministry/agency especially the senior management and others, developed in accordance with agreed work plan such that they are able to manage the affairs of the ministry / agency with minimum support.
- 4.5. Ministry specific policies and procedures put in place.

5. Reporting requirements

- 5.1. The Coach/Advisor shall report to the NIBP Project Manager and submit the following reports:
 - 5.1.1. Monthly Output / Activity / Progress report for the tasks in the TOR;
 - 5.1.2. Quarterly Output / Activity / progress report for the tasks in the TOR;
 - 5.1.3. Any other information and reports requested from time to time.



43
17/2
20

contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment that is beyond normal wear and tear.

UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Agreement, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Agreement, UNDP does not and shall not claim any ownership interest therein, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Agreement. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Agreement shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under the Agreement.

4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Agreement, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Agreement. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, provided that the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Agreement, including any extension thereof, and, unless otherwise provided in the Agreement, shall remain effective following any termination of the Agreement.

5. TRAVEL, MEDICAL CLEARANCE AND SERVICE-INCURRED DEATH, INJURY OR ILLNESS

If the Individual contractor is required by the UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, such travel shall be at the expense of the UNDP and shall

Seen, Read and Initialed _____

45
15
68

in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Agreement, which give rise to legal liability to anyone not a party to the Agreement, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10. INSURANCE

The Subscriber shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Agreement. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Agreement, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Agreement. The Subscriber acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Agreement.

11. ENCUMBRANCES AND LIENS

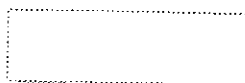
The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work done or against any goods supplied or materials furnished under the Agreement, or by reason of any other claim or demand against the Individual contractor.

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Agreement. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of the Agreement. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Agreement.

If the Individual contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Agreement, UNDP shall have the right to suspend or terminate the Agreement on the same terms and conditions as are provided for below, under "Termination"; except that the period of notice shall be five (5) days instead of any other period of notice. In any case, UNDP shall be entitled to consider the Individual contractor permanently unable to perform its obligations under the Agreement in the case of the Individual contractor's suffering any period of suspension in excess of thirty (30) days.

Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Agreement that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Agreement.



47
17

Amicable Settlement: UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

Arbitration: Any dispute, controversy or claim between the parties arising out of the Agreement, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Agreement, order the termination of the Agreement, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Agreement, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

17. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Seen, Read and Initialed

[Empty rectangular box for initials]