



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: March 13, 2017
	REFERENCE: UNDP/AFG/RFP/2017/ 0000001247

Dear Sir / Madam:

We kindly request you to submit your Proposal for provision of **Micro Capacity Assessment services to UNDP Rule of Law Unit**

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before deadline as indicated in E-Tendering website via E-Tendering System as per URL address below:

<https://etendering.partneragencies.org>

In the course of preparing your Proposal, it shall remain your responsibility to ensure that all required documents are uploaded and submitted through E-Tendering system before the closing date.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Head of Supply Chain Management Unit

Description of Requirements

Context of the Requirement	Provision of Micro Capacity Assessment for UNDP RoL Unit
Implementing Partner of UNDP	UNDP Rule of Law Unit
Brief Description of the Required Services	Please refer to Terms of Reference at the end of Annex-1
List and Description of Expected Outputs to be Delivered	Please refer to Terms of Reference at the end of Annex-1
Person to Supervise the Work/Performance of the Service Provider	Please refer to Terms of Reference at the end of Annex-1
Frequency of Reporting	Please refer to Terms of Reference at the end of Annex-1
Progress Reporting Requirements	Please refer to Terms of Reference at the end of Annex-1
Location of work	Please refer to Terms of Reference at the end of Annex-1
Expected duration of work	Please refer to Terms of Reference at the end of Annex-1
Target start date	30 April 2017
Latest completion date	Please refer to Terms of Reference at the end of Annex-1
Travels Expected	Please refer to Terms of Reference at the end of Annex-1
Special Security Requirements	The contractor will be responsible for security of its staff.
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Please refer to Terms of Reference at the end of Annex-1
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required, for details please refer to Terms of Reference at the end of Annex-1

Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars (US\$) <i>(for companies registered outside Afghanistan)</i> <input checked="" type="checkbox"/> Local Currency (AFN) <i>(for companies registered under Afghanistan Government Authority)</i> For evaluation purposes, the bids submitted in other currencies will be converted to US\$ using the UN Operational Exchange Rate. <i>Reference date for determining UN Operational Exchange.</i>
Validity Period of Proposals <i>(Counting for the last day of submission of quotes)</i>	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Payment Terms	Please refer to Terms of Reference at the end of Annex-1
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP, LOTFA (SPM/MPD) Projects and Rule of Law Unit
Type of Contract to be Signed	<input checked="" type="checkbox"/> Institutional Contract
Criteria for Contract Award	<input checked="" type="checkbox"/> Lowest Price Quote among technically responsive offers. 70% is the minimum score for technically responsive offers.
Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> Expertise of the Firm 300 <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 400 <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 300
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Online bidding in E-Tendering module.
Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: [https://etendering.partneragencies.org] <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format : PDF, Excel, Word <input checked="" type="checkbox"/> Max. File Size per transmission: 5 MB <input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission: Symantec/Norton/ESET NOD 32/ AVG/ Avira/ Bitdefender/ Kaspersky/ F-secure/ G Data/ Bull Guard/Avast

Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should not exceed fifteen (15) pages, <input checked="" type="checkbox"/> Proposer Must have Minimum 5 years of experience in the relevant field(s). <input checked="" type="checkbox"/> At-least 2 (two) similar contracts in relevant field of work in last 5 years. <input checked="" type="checkbox"/> Up to date Certificate of Registration of the business from relevant authority. <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 03 (three) Clients in terms of Contract Value within the past 05 (five) years. <input checked="" type="checkbox"/> Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references; <input checked="" type="checkbox"/> Structure of the team, including the names, position in the team and CVs of Key personnel <input checked="" type="checkbox"/> Any other documents requested in ToR
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR- at the end of Annex-1
Contact Person for Inquiries (Written inquiries only) ¹	<p><i>Procurement Unit</i> +93 (0) 20 212 9766 <i>Procurement.af@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p> <p>Mandatory subject of email: UNDP/AFG/RFP-0000001247– Provision of Micro Capacity Assessment Services for UNDP Rule of Law Unit</p>
Pre-Proposal meeting	<p>Time: 10.00 AM Kabul Time Date: 20 March 2017 Venue: SCMO Conference Room, UNDP Country Office, UNOCA Compound, Jalalabad Road, Kabul, Afghanistan</p> <p>The UNDP focal point for the arrangement is:</p> <p>Service Providers interested to attend the pre-proposal conference must send the following information to the above mentioned email address on or before 02:00 pm on 19 March 2017: Participant's Name, Nationality, ID/Passport No., Company Name</p> <p>If coming with private vehicle, please mention: Driver's Full Name, Plate Number, Make/Model, Color</p> <p>Please note that only 01 (one) person from each company will be allowed to participate.</p> <p>Please have your original Passport or National ID card during visit for pre-proposal meeting.</p>

¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Terms of Reference for Conducting Micro Capacity Assessments of the LOTFA Donor Conditions

A. Background Description

UNDP has been supporting the Ministry of Interior Affairs (MOIA) since 2002 through the provision of funding to the Government of the Islamic Republic of Afghanistan (GIROA) for disbursement of salaries for the Afghan National Police (ANP). In addition to managing donor contributions and transferring funding to the Government, the project developed a nation-wide database for the recording and reporting of payroll. While UNDP operated and maintained this payroll database on behalf of the Implementing Partner (IP) (and continues to do so), the IP has retained the overall function of payroll management independently.

A new project document was signed by the Government on 30 June 2015 and was subsequently revised on 18 December 2016. Under the Support to Payroll Management (SPM) Project, UNDP and the IP's objective is for the IP to conduct all aspects of payroll management by December 2017, assuming ownership of those activities currently undertaken by UNDP (ICT, database management, and so forth). In addition, the project objective is for the IP to continue to manage activities such as payroll budgeting, reconciliation, and data verification, but with greater accuracy, transparency, and accountability.

The project is being implemented in five time-based phases: Phase I (1 July 2015 to 31 December 2015), Phase II (1 January 2016 to 30 June 2016); Phase III (1 July 2016 to 31 December 2016); Phase IV (1 January 2017 to 30 June 2017) and Phase V (1 July 2017 to 31 December 2017). At the end of each Phase, the project will present a review to donors and the Government on progress against targets conducted jointly by GIROA, donors and UNDP. Data and information flowing from the M&E framework, and the risk log, will inform the review, and risks will be analyzed jointly where they impact the overall achievement of outputs. Based on the review, the Project document and/or annual work plan and implementation plans may be adjusted, as needed.

B. Assignment

The firm will assess the progress made against the Donor Conditions by the respective partners (Ministry of Finance-MOF, MOIA, UNDP and the Combined Security and Transition Command for Afghanistan-CSTC-A). The firm will be responsible for i) documenting the progress made against each Donor Condition (up to the moment of assessment); ii) performing an assessment of the MOIA's capacity under each Donor Condition and documenting the specific gaps identified to perform the intended function or responsibility under the respective Donor Condition. The firm will also: iii) assess the extent to which each Donor Condition has been met, and if not, express a professional opinion whether the Donor Condition can be achieved within the established timeframe. If the Donor Condition has not been met, the firm should advise on the milestones achievable within the time frame, and the reasonable time frame to meet the Donor Condition in full. To assess progress, the annexed targets and milestones for Donor Conditions will be used. (Annex I).

C. Scope of Services, Expected Outputs and Target Completion

The micro capacity assessment under this TOR (Terms of Reference) shall be conducted for the partners (MOF, MOIA, UNDP and CSTC-A) responsible for implementing the Donor Conditions in **Annex II** (enclosed).

The assessment will provide an overall assessment of the partners' progress against the Donor Conditions. The expected output for the assignment will inform the decision of donors and the government to transition payroll management responsibilities currently performed by the UNDP to the MOIA by end 2017. The firm will conduct two (2) separate assessments, in set times to be defined by the UNDP. The assessments will be cumulative, e.g. detailing progress made, taking into account progress achieved during the previous assessment(s). Progress achieved previously, as determined by the last assessment, will be reassessed during each following assessment so as to provide assurance that the progress has been sustained.

Micro Capacity Assessment Procedures

The selected Firm shall receive general information regarding the different partners and the programme from the UNDP focal point (s). The Firm shall review this documentation in advance of performing a site visit to the different partners. The Firm should, through the UNDP focal point (s), also provide partners with an advance

request of the documents and interviews they would like to have while on site, to ensure efficient use of time while on-site.

The Firm should utilize the **Donor Conditions Monitoring Framework that is currently under development, to assess progress made against the Donor Conditions (Annex I).**

The Firm, with the assistance of the agencies, will have access at any time during the review to all records and documents including (books of account and audit reports, legal agreements, minutes of committee meetings, bank records, invoices and contracts, etc.) and all employees of the different partners. The UNDP will facilitate the process between the partners and the selected firm. The Firm has a right of access to banks and depositories, consultants, contractors and other persons or firm engaged by the partners. If the Firm has only restricted access to any records, person or location during the course of the assessment, this restriction should be clearly defined, with reasons, in the narrative progress report. The UNDP should be immediately informed about any difficulty in accessing the information. The UNDP will liaise and facilitate the process throughout the assessment.

The selected Firm shall prepare in consultation with the UNDP focal point (s) and the respective project manager or the staff in charge for the capacity assessment of the respective partners, **within two weeks of the contract award**, a detailed work plan including dates for interim progress reports and the final report and present the team of work engaged in the implementation of the contract.

The final report submitted by the Firm shall reflect the main findings, recommendations to the partners on capacity development and recommendations to the agencies on the risk mitigation.

Prior to and during the assessment, the selected firm will conduct consultations including;

- i. Meeting with the UNDP and other parties (MOF, MOIA and CSTC-A) to the Donor Conditions to be briefed and hear their concerns;
- ii. Meeting with senior officials of the Partners to hear any issues of concern they may have;
- iii. Upon completion of the fieldwork, a debriefing meeting with all parties to the Donor Conditions, to discuss findings and recommendations for future improvements, as well as to seek their feedback thereon.

D. Deliverables

The Firm should submit a report at the end of the assessment, as per the Scope stipulated above. The Firm will be requested to conduct two assessments between April and December 2017, at set times defined by the UNDP.

Before releasing the assessment report, the selected Firm should validate the findings of the assessment as well as the recommendations with each partner that has been assessed within the framework of the Donor Conditions. The UNDP will monitor and conduct the oversight on the professional contract and provide regular feedback to the selected Firm. The UNDP shall also reserve the right to have access to the audit firm records in case a Quality Control Review of their working paper is required by the agencies.

The reports must be submitted in draft with the relevant UNDP focal point (s) and the focal point at the respective project. The UNDP will review the draft report and provide feedback within 5 working days. Sub-standard capacity assessment reports not complying with the UNDP standards shall be rejected by the UNDP.

Summary of Deliverables and Success Indicators (for each Micro Capacity Assessment)

No.	Deliverables	Success Indicators
1	Conducting the First micro capacity assessment of the parties to the Donor Conditions, including the presentation and submission of draft and final reports.	Completion of following: <ul style="list-style-type: none">- Documenting the progress made up the moment of assessment under each Donor Condition;- Describing the current capacities;- Determining capacity gaps under each Donor Condition to perform the intended function or responsibility;- Express a professional opinion as to whether or not

No.	Deliverables	Success Indicators
		<p>the Donor Condition can be achieved within the established timeframe.</p> <p>All reports will be presented in English language.</p> <p>Submission of draft and final report - Proofread final report in English Language incorporating all relevant comments and suggestions.</p> <p>Provision of comments by the UNDP.</p> <p>Acceptance of final report by UNDP.</p>
2	Conducting the Second micro capacity assessment of the parties to the Donor Conditions, including the presentation and submission of draft and final reports.	<p>Completion of following:</p> <ul style="list-style-type: none"> - Documenting the progress made up the moment of assessment under each Donor Condition; - Describing the current capacities; - Determining capacity gaps under each Donor Condition to perform the intended function or responsibility; - Express a professional opinion as to whether or not the Donor Condition can be achieved within the established timeframe. <p>All reports will be presented in English language.</p> <p>Submission of draft and final report - Proofread final report in English Language incorporating all relevant comments and suggestions.</p> <p>Provision of comments by the UNDP.</p> <p>Acceptance of final report by UNDP.</p>

E. Institutional Arrangement

Facilities Provided by UNDP,

- i. Access to the offices of the different parties to the Donor Conditions
- ii. Access to project regional offices (as applicable),
- iii. Background data on the parties to the Donor Conditions.

Required facilities to be provided by the Firm

- i. The Firm must ensure accessibility to the locations of the organizations/institutions.
- ii. All computers, communications, security clearance etc. to be provided by the contractor/service provider.
- iii. Logistics, travel/transportation, stationary, and security measures must be provided by the contractor/service provider.

F. Duration of work

The contract will cover 9 months for the period April to December 2017. The first assessment is expected to be conducted in April, 2017 so the firm will need to be ready and available to start the assignment in this month.

Location of work

The assessments will be conducted in Kabul, with field visits where required.

G. Qualifications of the firm for Micro Capacity Assessment

Generally, reputable audit firm should be competent to conduct such assessments.

The interested firm should have conducted similar assignments in the past. Understanding of the local context of Afghanistan is required.

The Firm with experience in applying international standards for assessment or audit, using either ISA or INTOSAI audit standards is desirable. The Firm in conducting the assessment must employ only adequate staff with appropriate professional qualifications and suitable experience for this assignment, including experience in reviewing entities in order to complete this assignment within the duration mentioned above.

- (a) Integrity;
- (b) Objectivity;
- (c) Professional competence and due care;
- (d) Confidentiality;
- (e) Professional behavior; and
- (f) Technical standards.

The Firm should be experienced in applying International Standards on Related Services (ISRS) standards. If hiring staff, the Firm should employ staff with recognized professional qualifications and suitable experience with ISRS standards, including experience in reviewing similar entities.

H. Key personnel qualifications

The firm should provide Curriculum vitae (CV) of the staff who would be responsible for drafting the report, together with the CVs of members of the assessment team. The CVs should include details on relevant experience on audits and assessments carried out by the applicable staff, including ongoing assignments indicating capability and capacity to undertake the audit.

Please include the following information on the proposed team in the technical proposal:

- a) Names and qualifications of the key personnel who will perform the services, and specifically indicate the identity of the team leader;
- b) CVs demonstrating qualifications (level of education in a relevant field of Finance, Business Administration weighted against years of relevant experience. Internationally recognized professional accounting qualifications such as Chartered Accountant (CA), Chartered Certified Accountant (ACCA) or Certified Public Accountant (CPA) or equivalent will be an advantage.

The following are the detailed requirement of the company/key personnel for this assignment and the minimum anticipated educational qualifications and experience for them:

No.	Key Personnel	Minimum Educational Qualifications and Experience
1.	Task Manager	Chartered Accountant (CA), Chartered Certified Accountant (ACCA) or Certified Public Accountant (CPA) or equivalent, Master degree in the Accounting, Business administration, public administration or any relevant field, with minimum 5 years' relevant experience in conducting capacity assessment, auditing. Additional professional certifications. Extensive understanding of the local context in Afghanistan or in the South Asian Countries.
2.	Auditors	Bachelor degree in Accounting, Business administration, Public administration or intermediate qualification in professional accounting qualification such as Chartered Accountancy (CA), Chartered Certified Accountancy (ACCA) or equivalent, with 5 years of experience or Master degree in the relevant field with 3 years' experience in conducting capacity assessment, auditing. Effective communication and reporting skills. Working experience in any part of the Afghanistan is an added advantage.

In case of any unforeseen circumstance(s) if one or more of the proposed key personnel fail to perform their duties under the contract, the Firm will be responsible to provide alternate personnel with at least similar or higher qualifications and skill-sets within 5 working days from the disengagement of the key personnel. In such event CVs of the alternate personnel must be approved by the agencies prior to engagement of such alternate person.

Curriculum vitae (CVs) must be provided to the client by the principal of the firm of auditors who would be responsible for signing the opinion, together with the CVs of managers, supervisors and key personnel proposed as part of the audit team. CVs must include details on audits carried out by the applicable staff, including on-going assignments indicating capability and capacity to undertake the audit. UNDP may request the professional/academic educational certificates of the audit team for review.

I. Quality Assurance Mechanism:

The firm should ensure that the official communication and the reports must be reviewed and cleared by the firm's senior manager or partner.

The UNDP will identify a single focal point for this purpose. The UNDP's focal point and a senior staff in charge of the assessment at the project level (Project Manager or Operations Manager) will officially communicate with the selected firm and provide feedback and inputs on the deliverables.

UNDP staff shall also accompany the selected Firm staff for the site visits and the capacity assessment of each party to the Donor Conditions.

J. Scope of Proposal Price and Schedule of Payments

The contract price should be presented with required breakdown. The contractor should include all cost components they will incur to render the services (expected to include professional fee, travel to field locations, printing etc.).

Payments will be made to the contractor separately for each Micro Capacity Assessment upon completion of the assessment in two installments as below:

Sl	Deliverables	period	Payment
1	Submission and acceptance of final report for the First assessment	Within 2 months from contract commencement date	50% of the contract price for the assessment
2	Submission and acceptance of final report for the Second assessment	Within 6 months from contract commencement date	50% of the contract price for the assessment

K. Recommended Presentation of Proposal

The contractor is expected to submit a proposed business plan in English on how it intends to deliver the services outlined in the ToR together with an overall budget. The proposal should include information at a minimum level as per annex-2:

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL²*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery³)*

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date] , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following :

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide:

² This serves as a guide to the Service Provider in preparing the Proposal.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per Deliverable*

Deliverable	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
D 1	Submission and acceptance of final report for the First assessment	50% of the contract price for the assessment	
D 2	Submission and acceptance of final report for the Second assessment	50% of the contract price for the assessment	
	Total	100%	

**This shall be the basis of the payment tranches*

E. Cost Breakdown by Deliverables* [This is only an Example]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
.....				
Sub total				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Others				
III. Other Related Costs				

**Separate cost breakdown for each deliverable should be provided according to the proposed budget for each deliverables.*

Proposal Submission Form⁴

To: *[insert: Name and Address of UNDP focal point]*

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for *[insert: title of services]* in accordance with your Request for Proposal dated *[insert: Date]* and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for *[insert: period of validity as indicated in Data Sheet]*.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

⁴ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

[please mark this letter with your corporate seal, if available]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the 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 Contractor has developed for the UNDP under the Contract 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 Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the

performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 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 Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the 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 Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 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,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the

Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** 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.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays 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 Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party 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 Contract, order the termination of the Contract, 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 Contract, 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 Contract, 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.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years

with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.