

*United Nations Development Programme*



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# REQUEST FOR PROPOSALS

## Design & Implementation of Resident Coordinator Assessment Centre

RFP No.: **UNDP-BMS-OHR-RFP-2017-005**

Issued on: **30 June 2017**

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## Section 1. Letter of Invitation

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The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
  - o Form A: Technical Proposal Submission Form
  - o Form B: Bidder Information Form
  - o Form C: Joint Venture/Consortium/Association Information Form
  - o Form D: Qualification Form
  - o Form E: Format of Technical Proposal
  - o Form F: Financial Proposal Submission Form
  - o Form G: Financial Proposal Form

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 by the Deadline for Submission of Proposals set out in Bid Data Sheet.

UNDP intends to establish a Long Term Agreement (LTA) for these services there is no fixed committed volume and reserves the right to utilize other sources at its discretion to assure value for money. Once the LTA is established with the winning selected vendor, orders for specific requests will be placed through the Purchase Orders and the General Conditions of the Contract will be in force.

UNDP will establish an LTA with a primary vendor for a period of three years and this LTA is subject to availability of budget and satisfactory contract performance and in case of poor performance UNDP can issue a new LTA with the second ranked bidder.

Please acknowledge receipt of this RFP by sending an email to [cpu.bids@undp.org](mailto:cpu.bids@undp.org) , indicating whether or not you intend to submit a Proposal or by using "Accept Invitation" function in eTendering system, if applicable.

UNDP looks forward to receiving your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

*Dominic Grace*

Dominic Grace

Director of Office of Sourcing and Operations

## Section 2. Instruction to Bidders

A. GENERAL PROVISIONS	
<b>1. Introduction</b>	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <a href="https://info.undp.org/global/popp/cap/Pages/introduction.aspx">https://info.undp.org/global/popp/cap/Pages/introduction.aspx</a>.</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (<a href="http://www.ungm.org">www.ungm.org</a>). The Bidder may still bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
<b>2. Fraud &amp; Corruption, Gifts and Hospitality</b>	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a></p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy UNDP  (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;  (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a></p>
<b>3. Eligibility</b>	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>

<b>4. Conflict of Interests</b>	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> <li>a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;</li> <li>b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> </ul> <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> <li>a) That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <p>Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
<b>B. PREPARATION OF PROPOSALS</b>	
<b>5. General Considerations</b>	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p>
<b>6. Cost of Preparation of Proposal</b>	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
<b>7. Language</b>	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>
<b>8. Documents Comprising the Proposal</b>	<p>8.1 The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Proposal;</li> <li>c) Financial Proposal;</li> <li>d) Proposal Security, if required by BDS;</li> </ul>

	e) Any attachments and/or appendices to the Proposal.
<b>9. Only One Proposal</b>	<p>9.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>9.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this RFP; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process;</li> <li>e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or</li> <li>f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process.</li> </ul> <p>9.3 This condition does not apply to subcontractors being included in more than one Proposal.</p>
<b>10. Proposal Validity Period</b>	<p>10.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>10.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<b>11. Extension of Proposal Validity Period</b>	<p>11.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>11.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>11.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
<b>12. Clarification of Proposal</b>	<p>12.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to UNDP staff, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>12.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>12.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.</p>
<b>13. Amendment of Proposals</b>	<p>13.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p>

	13.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.
<b>14. Proposal Security</b>	<p>14.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>14.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found in the Technical Proposal envelope, or in the Proposal, the Proposer shall be rejected.</p> <p>14.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>14.4 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any, or any combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</li> <li>b) In the case the successful Bidder fails: <ul style="list-style-type: none"> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>ii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Bidder.</li> </ul> </li> </ul>
<b>15. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	15.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
<b>16. Technical Proposal Format and Content</b>	<p>16.1 The Bidder is required to submit a Technical Proposal using the Standard Forms provided in Section 6 of the RFP.</p> <p>16.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p>
<b>17. Financial Proposals</b>	<p>17.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>17.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>17.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
<b>18. Currencies</b>	<p>18.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <ul style="list-style-type: none"> <li>a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and</li> <li>b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall</li> </ul>

	reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
<b>19. Joint Venture, Consortium or Association</b>	<p>19.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>19.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>19.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>19.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>19.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <p>19.6 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<b>20. Alternative Proposals</b>	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.</p>
<b>21. Bidder's Conference</b>	<p>21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.</p>



C. SUBMISSION AND OPENING OF PROPOSALS	
22.Submission	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal) and BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed or initialed on every page by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
<p><b>Hard copy (manual) submission</b></p> <p><b>Email Submission</b></p>	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> <li>a) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</li> <li>b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Bidder. The outer envelopes shall bear the address of UNDP as specified in the BDS and shall include the Bidder's name and address, as well as a warning that states <i>"Not to be opened before the time and date for proposal opening"</i> as specified in the BDS.</li> <li>c) If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal</li> </ul> <p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> <li>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</li> <li>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE, encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.</li> <li>c) The password for opening the Technical Proposal should be transmitted to the email address dedicated for submission of proposals, as specified in BDS, within twenty-four (24) hours after the deadline for submission of proposals. The password for the Technical Proposal should not be identical to that of the Financial Proposal.</li> <li>d) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.</li> </ul> <p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p>
<b>eTendering submission</b>	

	<p>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</p> <p>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.</p> <p>e) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.</p> <p>c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.</p>
<b>23. Deadline for Submission of Proposals and Late Proposals</b>	<p>23.1 Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal was received by in the manner indicated in the BDS, following the time zone reference indicated in the BDS.</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
<b>24. Withdrawal, Substitution, and Modification of Proposals</b>	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted only prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
<b>25. Proposal Opening</b>	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will get an automatic notification once their proposal is opened.</p>
<b>D. EVALUATION OF PROPOSALS</b>	
<b>26. Confidentiality</b>	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder anyone on behalf of the Bidder to influence UNDP in the</p>

	examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.
<b>27. Evaluation of Proposals</b>	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 23 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ol style="list-style-type: none"> <li>Preliminary Examination</li> <li>Minimum Eligibility and Qualification (if pre-qualification is not done)</li> <li>Evaluation of Technical Proposals</li> <li>Evaluation of Financial Proposals</li> </ol>
<b>28. Preliminary Examination</b>	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>
<b>29. Evaluation of Eligibility and Qualification</b>	<p>29.1 Qualification and Eligibility of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> <li>They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>They are able to comply fully with UNDP General Terms and Conditions of Contract;</li> <li>They have the necessary similar experience and expertise applicable to goods or services required;</li> <li>They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>They have a record of timely and satisfactory performance with their clients.</li> </ol>
<b>30. Evaluation of Technical and Financial Proposals</b>	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary, UNDP may invite technically responsive bidders for a presentation related to their technical proposals.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p>

	<p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p><b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p><b>Combined Score</b> = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div> <p>30.5 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ol style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ol>
<p><b>31. Clarification of Proposals</b></p>	<p>31.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>31.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>31.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
<p><b>32. Responsiveness of Proposal</b></p>	<p>32.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p>

	32.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
<b>33. Nonconformities, Repairable Errors and Omissions</b>	<p>33.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>33.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>33.3 Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>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 UNDP 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;</li> <li>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</li> <li>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.</li> </ul> <p>33.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
<b>E. AWARD OF CONTRACT</b>	
<b>34. Right to Accept, Reject, Any or All Proposals</b>	34.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
<b>35. Award Criteria</b>	35.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
<b>36. Debriefing</b>	36.1 In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
<b>37. Right to Vary Requirements at the Time of Award</b>	37.1 At the time of award of Contract, UNDP reserves the right to vary 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.
<b>38. Contract Signature</b>	38.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so

	may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder, call for new Proposals.
<b>39. Contract Type and General Terms and Conditions</b>	39.1 The type of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed in Section 6 of this RFP.
<b>40. Performance Security</b>	40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available in the form below within seven (7) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
<b>41. Bank Guarantee for Advanced Payment</b>	41.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at in the attached forms.
<b>42. Liquidated Damages</b>	42.1 If specified in BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
<b>43. Payment Provisions</b>	43.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.
<b>44. Vendor Protest</b>	44.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</a>
<b>45. Other Provisions</b>	<p>45.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>45.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>45.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></p>

### Section 3. Bid Data Sheet

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. In the case of a conflict between the Instructions to Bidders, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall prevail.

BDS No.	Ref. to S.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	<p>Will be Conducted</p> <p>Provide details below if ""Will be Conducted"" is selected, otherwise delete the below</p> <p>Date: <b>July 11, 2017 11:00 AM</b></p> <p>Place: NY (Audio conference details will be provided to the prospective Proposers that have confirmed their intended participation <b>before 2 PM on 10 July 2017</b></p> <p>The UNDP focal point for the arrangement is:</p> <p>CPU Bids</p> <p>E-mail: <a href="mailto:cpu.bids@undp.org">cpu.bids@undp.org</a></p>
5	10	Proposal Validity Period	120 days
6	14	Proposal Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows:

			<p>Provide details below if "Will be Imposed" is selected, otherwise delete the below</p> <p>Percentage of contract price per day of delay: 0.5%</p> <p>Max. number of days of delay 10 days, after which UNDP may terminate the contract.</p>
9	40	Performance Security	Required in the amount of 10% of the contract value.
10	18	Preferred Currency of Proposal	United States Dollar
11		Deadline for submitting requests for clarifications/questions	10 days before the submission deadline
12		Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: CPU Office</p> <p>E-mail address: <a href="mailto:cpu.bids@undp.org">cpu.bids@undp.org</a></p>
13	12, 13 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Posted directly to eTendering
14	23	Deadline for Submission	<p><b>July 17, 2017 at 17:00 hrs EST/EDT (New York) time zone.</b></p> <p>For the eTendering system, deadline is indicated in EST/EDT (New York) time zone.</p>
15	22	Allowable Manner of Submitting Proposals	eTendering
16	22	Proposal Submission Address	<p><u>[For eTendering method, keep link below and insert Event ID information]</u></p> <p><a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a></p>
17	22	Electronic submission (email or eTendering) requirements	<p>NOT APPLICABLE</p> <p><b>Submission through eTendering</b></p> <ul style="list-style-type: none"> <li>▪ Format: PDF files only</li> <li>▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>▪ All files must be free of viruses and not corrupted.</li> <li>▪ Password for technical proposal <u>must</u> not be provided to UNDP until the date as indicated in No. 14 <i>(for email submission only)</i></li> </ul>



			<ul style="list-style-type: none"> <li>▪ Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP</li> <li>▪ Max. File Size per transmission: [Specify]</li> <li>▪ Mandatory subject of email: [Specify]</li> <li>▪ Documents which are required in original (e.g. Proposal Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: [Insert Address]</li> </ul>
18	27	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>The minimum technical score required to pass is 70%.</p>
19		Expected date for commencement of Contract	<b><i>September 15, 2017</i></b>
20		Maximum expected duration of contract	The contract to be signed will be Long Term Agreement for three years subject to performance evaluations in accordance to the TORS.
21		UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	<p>Long Term Agreement</p> <p>See Section 6 of this document</p>
23	39	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Professional Services</p> <p>See Section 6 of this document</p>
24		Other Information Related to the RFP	

## Section 4. Evaluation Criteria

### Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity
- Bid Security submitted as per RFP requirements with compliant validity period

### Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

Subject	Criteria	Document Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form C: Bidder Information Form
<b>Eligibility</b>	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form B: Technical Proposal Submission Form
<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB clause 4.	Form B: Technical Proposal Submission Form
<b>Bankruptcy</b>	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form B: Technical Proposal Submission Form
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form F: Qualification Form
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form F: Qualification Form
	Any additional criteria if required	

<sup>1</sup> Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

QUALIFICATION		
<b>Previous Experience</b>	Minimum 3 years of relevant experience.	Form F: Qualification Form
	Minimum 3 contracts of similar value, nature and complexity implemented over the last 5 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form F: Qualification Form
<b>Financial Standing</b>	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. Financial Statements for the last 3 years must be provided. Dunn & Bradstreet report or Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for last three years duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form F: Qualification Form

## Technical Evaluation Criteria

Offerors should bear in mind that demonstrating a thorough understanding of the requirements, and an ability to propose solutions that are both creative and responsive for each of the 3 phases of the project are likely to receive highest scores. Offerors are required to make reference to similar work, with proven successful outcomes, with organizations that have international operations.

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	150
2.	Proposed Methodology, Approach and Implementation Plan	600
3.	Management Structure and Key Personnel	250
<b>Total:</b>		<b>1000</b>

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	<b>Reputation of Organization and Staff / Credibility / Reliability / Industry Standing</b> Proven experience in developing and managing competency based assessment centres for senior managers and leaders in a multi-cultural and complex context, including fluid and multiple accountability frameworks.	50
1.2	General Organizational Capability: <ul style="list-style-type: none"> <li>- Credible management structure with professionally certified staff – managers, assessors, designers, role players and facilitators; <b>75</b></li> <li>- financial stability and project financing capacity (financial statements), <b>25</b></li> </ul>	100
<b>Total Section 1:</b>		<b>150</b>

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	<b>Methodology:</b> Rationale for proposed methodology (theoretical/conceptual framework, brief review of related literature and current best practices).	100
2.2	<b>Assessment Tools:</b> Proposed assessment tools (role-play, discussion, written analysis, in-basket, interview, etc.) to be used, including rationale for why they are being suggested; assurance on matters of reliability and validity (content and construct) of assessment instruments.	100
2.3	<b>Simulations/exercises:</b> <ul style="list-style-type: none"> <li>- Proposed methodology for designing simulations/exercises; rationale/justification for stand-alone or integrated simulations;</li> <li>- Description of how proposed simulations will be linked to competencies; details of number and type of suggested exercises/simulations; quality assurance that proposed exercises/simulations are gender/culture neutral.</li> </ul>	100

2.4	<b>Candidate Reports and Feedback:</b> Quality of proposed reporting format – comprehensive, useful, and accessible. details on the type, content and format of feedback reports (including any details of any debriefing to the candidate / agency on the areas for training/coaching); proposed process, method and timeliness (indicate response time specifically) of confidential feedback to candidates post Assessment Centre; Indicate suggested rating scales, in conformity with best practices.	100
2.5	<b>Flexibility:</b> How creative is the Offeror's solution/approach and has it offered the necessary flexibility to respond/adapt to evolving requirements resulting from organizational change in addition to meeting the objectives of the RFP?	50
2.6	<b>Reporting:</b> Proposed aggregate reporting on candidates; how often and what types of reports will be made available e.g. trends related to age, gender, education, agency, candidates from developing/developed countries, external candidates, how analyses could be used to validate simulations and/or revise competencies/ behavioral indicators; analysis of biodata variables correlate to particular competency profiles; analysis of cross-cultural validity of assessment process; conclusions reached and recommendations for the next assessment cycle.	50
2.7	<b>Use of assessment tools including psychometrics:</b> Ability to administer and analyze results of assessment tools including psychometric data.	50
2.8	<b>Risk Analysis:</b> How well has the Offeror identified pertinent issues and potential problems related to the project? Have the important aspects of the task been addressed in sufficient detail?	25
2.9	<b>Venue:</b> How well has the Offeror described its understanding of the UN's requirements for location of the AC? How appropriate and effective are the proposals in this regard?	25
<b>Total Section 2:</b>		<b>600</b>

<b>Section 3. Management Structure and Key Personnel</b>			<b>Points obtainable</b>
3.1	Is the proposed team strong, multi-cultural/multi-national, and does it have specialized knowledge and experience in developing and managing Assessment Centers for senior level staff of an international organization?		100
3.2	Qualifications of key personnel proposed		
3.2 a	<b>Principal Assessment Manager</b>		50
	- 10 years of professional experience in managing assessments	35	
	- professionally applicable certifications	15	
3.2 b	<b>Senior Specialists/Designers</b>		50
	- 7 years of professional experience and expertise in developing, administering and evaluating tests (psychometric and others) for Assessment Centers	35	

	- Education/ Relevant Professional Certifications	15	
3.2 c	<b>Evaluators/Observers</b>		50
	- 7 years of professional Experience in evaluating/assessing candidates in assessment centers	35	
	- Education/ Relevant Professional Certifications	15	
<b>Total Section 3:</b>			<b>250</b>

## Section 5. Terms of Reference

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### Design & Implementation of Resident Coordinator Assessment Centre

#### a. Background Information and Project Description

The Resident Coordinator system (RCS) encompasses all organizations of the United Nations system (UNS) dealing with operational activities for development at country level regardless of their formal presence. Recognizing that development, peace and security and human rights are interlinked and mutually reinforcing, the RCS contributes to responding effectively to the needs, priorities, and challenges of programme countries and their populations in accordance with the values and principles enshrined in the UN charter. The RCS builds on the comparative advantage of the UN system, and facilitates the alignment of the UNS operational activities for development with national plans and priorities, to improve the effectiveness of the UNS overall contribution and coordination with other sources of development cooperation. The RC system, while managed by UNDP, is owned by all members of the United Nations development system and its functioning should be participatory, collegial and mutually accountable. Within the RCS, the Resident Coordinator (RC) is the leader of the United Nations Country Team (UNCT) and as such plays a central role at the country level in making possible the coordination of UN operational activities for development.

The RC is the designated representative of – and reports to – the Secretary-General (as chairman of the Chief Executives Board/CEB) through the UNDP Administrator in her/his capacity as the Chair of the United Nations Development Group (UNDG). The UNCT is composed of representatives of the UN funds and programmes, specialized agencies and other UN entities accredited into a given country, including non-resident agencies (NRAs) and representatives of the Bretton Woods institutions.

All representatives of UNS organizations at the country level report to the RC on matters related to the working of the UNCT and implementation of the jointly agreed UNCT work programme derived from the UNDAF and/or the equivalent post-crisis development plan. Working closely with national governments, civil society organizations, NGOs and donor organizations, Resident Coordinators and Country Teams represent and advocate the goals, norms and standards of the UN system while drawing on the support and guidance of the entire UN family.

The 2030 Agenda for Sustainable Development highlights the importance of system-wide strategic planning, implementation and reporting in order to ensure coherent and integrated support to the implementation of the new Agenda by the United Nations development system. Coordinating development operations promotes more strategic support for national plans and priorities, makes operations more efficient and reduces transaction costs for governments. This helps the UN to be a more relevant and reliable partner for governments.

#### **Role of Resident Coordinator (RC)**

##### (a) Senior position of UN System at country level

The RC is typically the most senior position in the UN system at the country level (with the exception of UN Mission settings). The RC has an equal relationship with, and responsibility to, all UNCT members. The RC on behalf of the UN System (UNS), ensures coordination of UN system operational activities for development carried out at the country level. The RC provides overall leadership, programme oversight, advocacy, resource mobilization, and leads the UNCT in monitoring, evaluation and reporting of UNCT progress on UN

development initiatives. The functions expected of the RC are spelled out in the RC Job Description, endorsed by the UNDG on 6 February 2014. (See annex I)

(b) Designated Official for Security

The RC will normally be appointed as the Designated Official (DO) for UN Security by the Secretary-General, unless the Secretary-General appoints a more senior UN official who is resident in the country, on the advice of UN Department of Safety and Security (DSS). In implementing this function the RC/DO reports to the Secretary-General through the Under-Secretary-General of DSS. As DO, he/she will ensure effective coordination of country-level security and the safety of all UN staff and dependents, and leads the inter-agency Security Management Team. The responsibilities required of DOs are encapsulated in the Designated Official Handbook (see annex II).

(c) Humanitarian Assistance

If international humanitarian assistance is required and a separate Humanitarian Coordinator (HC) position is not established, the RC is responsible for leading and coordinating the response efforts of the Humanitarian Country Team (which includes representatives of agencies, NGOs and the Red Cross/Red Crescent Movement), in support of national efforts. The RC may be designated as HC by the Emergency Relief Coordinator, in consultation with the Inter-Agency Standing Committee (IASC), if the situation so requires. RC/HCs and RCs performing humanitarian coordination functions are accountable to the Emergency Relief Coordinator. The responsibilities required of HCs are encapsulated in the TORs for Humanitarian Coordinators (see Annex III).

(d) Human Rights

The RC coordinates the work of the UN country team in mainstreaming international human rights norms and standards into operational activities for development. In situations of risk or actual serious violations of human rights and humanitarian law, the RC leads and coordinates the UN country team in developing and implementing a strategy to address such risks or violations. The RC ensures effective advocacy of human rights and other UN system values, standards, principles and activities on behalf of the UN country team with the highest level of Government, including by advocating fundamental UN values under its Charter, including respect for and protection of human rights; The RC considers and acts upon information and analysis of principal human rights concerns and risks of serious violations provided by OHCHR as well as from other sources RCs guide and oversee UN rule of law strategies and is responsible for addressing political obstacles in relations to the rule of law.

(e) DSRSG

In countries where a Special Representative of the Secretary-General (SRSG) is appointed, the RC will normally serve as the Deputy Special Representative of the Secretary-General (DSRSG), under his/her overall authority.

(f) Primary Interlocutor with Head of State/Government

The RC is the primary interlocutor for the UNCT with the Head of State or Government in support of the UNCT, its members and its UNDAF<sup>2</sup> (UN Development Assistance Framework) results, accompanied by agency representatives when agency specific matters are discussed. Government's prerogative to call on individual agency representatives is not affected, and agency Representatives retain the possibility to have direct access to Heads of State / Government and all appropriate central and line ministries and agencies on matters within their mandate. In the case of a crisis, individual agency representatives may also work directly with top government leaders, as necessary.

<sup>2</sup> For countries where the Delivering as One modality applies, reference to UNDAF refers to the "One Programme" document which includes UNDAF and the joint work plan



(g) Representation for UN Agencies with no country presence

The RC may have representational responsibilities for agencies present in-country, as well as for those agencies that do not have a country presence, based on agreements with each agency.

**Context**

Candidates for the position of Resident Coordinator come from a variety of backgrounds, with extensive and diverse experience and qualifications. All candidates are highly educated, with many years of experience, both within and outside the United Nations system (see RCAC eligibility criteria Annex IV). Candidates to undertake the RC Assessment Centre are identified through an internal selection process by their respective organizations as possessing the necessary competencies and experience for the RC position. Candidates to undertake the RC Assessment Centre are also sought from the corporate sector, academia, NGOs, and government officials. Proficiency in English is a requirement for all candidates. Many candidates are also proficient in one or more of the official languages of the UN – French, Spanish, Russian, Arabic and Chinese. To date, approximately 40 to 50 candidates are expected to be assessed each year. Considering the current reforms taking place in the UN system, in particular the renewed focus on gender equality and the related efforts to increase the number of women in senior leadership positions, it is anticipated that this figure might change in the course of the current years. For further details on the overall RC selection process, please refer to Annex V- Guidelines for RC selection and appointment.

**Current assessment procedures**

With a view to objectively identifying candidates who possess the specific qualifications, aptitudes, experience and behavior that make up the profile of Resident Coordinator, an assessment process was initiated in 1998. One of the key elements in this process is a rigorous competency assessment which has been designed to help determine the suitability of potential candidates as United Nations Resident Coordinators (the current RC Competency Framework are listed at Annex VI) and is a requirement in order to be considered for RC positions. It should be noted that this assessment is not a mere repeat of other leadership assessment centers used for selection of country based senior representatives of UN organizations and departments. The RCAC must represent/reflect the collective nature of the RC role and therefore the ability of candidates to lead and coordinate their peers towards achieving higher and more impactful collective results as a system. Other key criteria for selection for specific RC positions are knowledge, background, field experience, performance and relevant languages.

**b. Specific Objectives**

The United Nations Development Programme (UNDP), on behalf of the UN System, is soliciting proposals from qualified firms with experience in designing, developing and implementing Assessment Centers for senior leadership positions in international organizations. The purpose of the Assessment Centre is to assess the degree to which potential candidates possess the leadership competencies required for these positions. Currently, there are a total of 129 Resident Coordinator positions system-wide. It is expected that approximately 40 to 50 candidates will be assessed each year for these positions.

**c. Scope**

UNDP on behalf of the UN System<sup>3</sup>, is seeking a qualified firm to design and implement an Assessment Centre. The selected firm will also be expected to analyze and report on the results of an RC Assessment Centre. The UN System is not seeking a proprietary off-the-shelf solution, but is seeking customized development and facilitation support to build an effective and credible process which meets the needs of the UN System and

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<sup>3</sup> An inter-agency Technical Review Group has been set up under the leadership of UNDP and will be consulted for all substantive matters related to the Assessment Centre.

other relevant stakeholders, namely, to accurately identify qualified candidates for this unique and complex position.

Candidates will be assessed at the Centre over a period of 2.5 days, as is currently the case. The Centre will run on an on-going basis at least twice per year for three years.

UNDP intends to award a Long Term Agreement (LTA) to the successful Proposer for a period of one year with a possibility of extension, on annual basis, for additional two years. To ensure that the assessment center does remain aligned with the RC function/RC system and other relevant leadership considerations currently affected by the on-going reforms led by the Secretary-General of the United Nations, it is expected that the content of the programme, (as opposed to the methodology) might need to be reviewed during the term of this agreement. The price shall remain fixed for the entire duration of three years, if there is a reduction in the market price during this period, UNDP shall benefit from such reductions.

It is expected that a total of between 40 and 50 candidates per year will be assessed, but the Centre would be run on a demand driven basis.

The current assessment process requires candidates to be assessed over two and a half days, which includes half a day for pre-assessment processes and briefings, but excludes the time needed for report writing. It is expected that the number of days for the assessment of candidates will not change greatly. However, Offerors should feel free to make any suggestions or proposals in this regard, giving the rationale for such a suggested change.

The UN System has invested substantial resources in developing and refining assessment processes, including developing the appropriate RC competencies, behavioral indicators, methodologies, simulations and exercises. This material will be made available to the selected firm, and Offerors should bear in mind the considerable work that has already been done in this regard by the UN System.

UNDP, on behalf of the inter-agency Technical Review Group, will designate a focal point for this project. It is expected that the selected firm will designate a senior individual who will liaise with the UNDP focal point. The selected firm will be required to meet regularly with various stakeholders during all phases of the project.

### **Location of Assessment Centre**

Offerors should bear in mind that candidates for the RC position are drawn from all parts of the world. UNDP does not have a preference as to its location, but Offerors should propose venues which fully meet the needed physical facilities of an assessment centre, allow candidates to remain onsite throughout the assessment process and provide a cost-effective solution for UNDP. All costs of the Assessment Centre should be factored into the Financial Proposal. The UN System will only cover the travel costs of candidates to and from the Assessment Centre location. UNDP requires that all Assessment Centre candidates be accommodated in one location so as to minimize costs of travel and facilitate testing.

### **Assessment Firm and Scope of the Assessment Centre (corresponds with the Technical Evaluation Criteria)**

## **Section 1. Assessment Firm's Qualifications, Capacity and Experience**

### **1.1. Reputation of Organization and Staff/Credibility/Reliability/Industry Standing**

- a) Experience in designing and implementing competency based Assessment Centres for senior managers and leaders in a multi-cultural and complex context such as the United Nations or similar International Organizations; demonstrated experience and knowledge of collaborative leadership model and assessment techniques is required;

- b) At least 3 experiences in similar projects for organizations comparable to UN agencies;

## **1.2. General Organizational Capability:**

- c) Advance skills in observing and recording behavioral data with an effective ratio of assessors/observers to candidates;
- d) Access to and certification for the administration of any suitable assessment tool, including if appropriate psychometric assessment;
- e) Processing of data including content analysis, use of behaviorally anchored rating scales and psychometrics;
- f) Conversion of data into meaningful feedback reports;

## **Section 2. Design & Methodology, Implementation and Reporting**

This project is divided into 3 phases: 1) **design** of the Assessment Center, 2) **implementation** and assessing of candidates and 3) analysis and **reporting**.

Firms should provide a full and clear description of all the steps and processes that will be followed, including a timetable of key actions leading to the full operation of the RC Assessment Centre by **no later than 1 November 2017**. The Assessment Centre is expected to be operational at least twice per calendar year over the 3-year period of the proposed contract. A clear description of the number, roles and responsibilities of the various individuals from the firm who are expected to be involved in this project should be provided, including copies of their resumes.

The proposal should include, but not be limited to, the activities and outputs/deliverables as indicated for each Subsection below.

The selected firm is expected to work very closely, through the UNDP focal point, with various stakeholders throughout the project, but especially during the design phase of the Assessment Centre.

**2.1 Methodology** – Conduct RC job analysis, including the additional functions that RCs perform (e.g., security management, humanitarian coordination, etc.) with a view to validating/updating appropriate behavioral indicators, simulations and exercises;

- Provide rationale for proposed methodology (theoretical/conceptual framework, brief review of related literature and current best practices);
- Provide details on issues of reliability and validity of exercises;
- Provide details of how the AC will operate: scheduling, testing, observing, reporting, integration process, etc. (provide sample schedule with timeline for all AC activities);
- Indicate the number and diversity of observers/assessors per candidate;
- Describe rationale methodology of behavioral observation, note-taking and assessment of candidates, including integration process;
- Provide details on how assessors will be trained;

## **2.2 Assessment Tools**

- Provide description of all assessment tools (role-play, discussion, written analysis, in-basket, interview, etc.) to be used, including rationale for why they are being suggested;

- Provide assurance on matters of reliability and validity (content and construct) of assessment instruments;
- Provide information on the use of reaction questionnaires from candidates;

### **2.3 Simulation** – develop and produce simulations based on RC competencies; Validate proposed simulations/exercises with stakeholders;

- Provide description of methodology for designing simulations/exercises;
- Provide details of number and type of suggested exercises/simulations;
- Provide rationale/justification for stand-alone or integrated simulations;
- Provide description of how proposed simulations will be linked to competencies;
- Provide quality assurance that proposed exercises/simulations are gender/culture neutral;

### **2.4 Candidate Reports and Feedback**

- Provide details on the type, content and format of feedback reports (including any details of any debriefing to the candidate / agency on the areas for training/coaching);
- Provide details on process, method and timeliness (indicate response time specifically) of confidential feedback to candidates post Assessment Centre;
- Indicate suggested rating scales, in conformity with best practices; the rating scales should also take into consideration previously used method with the aim to ensure some consistency and comparability of the assessment centers over the years;
- Elaborate on how aggregate reporting will be handled on candidates;

### **2.5 Flexibility**

- Indicate approach that will be employed to adapt to any subsequent evolution in competencies that may occur as a result of organizational change;
- Provide information/plan on how turn-over of trained assessors/observers/role players over a 3-year period will be managed to maintain consistency among different candidate cohorts;

### **2.6 Reporting**

- Elaborate on how often and what types of reports will be made available on candidates, e.g., trends related to age, gender, education, agency, candidates from developing/developed countries, external candidates, etc.;
- Provide details on how data analyses could be used to validate simulations and/or revise competencies/ behavioral indicators;
- Provide analytical report to determine if any biodata variables correlate to particular competency profiles;
- Provide analytical report on cross-cultural validity of assessment process;
- Provide an analysis of the results of the reaction questionnaires;
- Provide recommendations for any follow-up research for validating the assessment process;
- Provide a report on emerging trends on assessment processes;
- Provide a report on conclusions reached and recommendations for the next assessment cycle;

### **2.7 Use of Assessment Tools including psychometrics**

- Provide rationale for proposed pre-assessment testing such as psychometrics;
- Provide assurance on matters of reliability and validity of proposed test(s);
- Provide assurance of ability to administer and analyze results of assessment tools including psychometric data.

## **2.8 Risk Analysis**

- Identify pertinent issues and potential problems and indicate how these will be addressed.

## **2.9 Venue**

- Provide proposals on the venue, facilities and equipment needed for the Assessment Centre.

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## **2.10 Updates**

- Provide details on how updates are handled, complete or partial.

## **Section 3. Management Structure and Key Personnel**

### **Professional Qualifications of the Successful Contractor and its key personnel**

- Professionally certified staff – managers, assessors/observers, designers, role players and facilitators;
- Experts who have a variety of national backgrounds and are experienced in working in multi-cultural environments; those should also have been trained on conscious and unconscious gender bias to evaluation and assessments;
- Excellent communication skills (oral and written) in English. Offerors must be able to provide role players and/or assessors who are fluent in Spanish and in French;
- Indicate the number and diversity of observers/assessors per candidate;
- Provide details on skills/diversity of facilitators/role players/designers;
- Indicate how exercises in French and Spanish will be made available to candidates upon request;
- Provide details of the credentials of experts who will manage the Assessment Centre;
- Provide details on how assessors/observers/role players will be trained;
- Provide a full and clear description of how the Assessment Centre will operate, as well as a detailed description of all personnel that will be directly and indirectly involved. This should include, but not be limited to the administrators, project managers, designers, observers, role players and assessors.

A description of the qualifications/experience of assessors should be included so that the UN can satisfy itself that the assessor pool will be diverse in terms of culture, nationality and gender. Assessors/observers should be drawn from various nationalities and have proven international and multicultural experience, especially residential overseas work experience, with several bi-lingual in French/English and Spanish/English. Evidence of how unconscious bias would be addressed for the assessors to be provided and/or explained (See Page 20 above, Technical Evaluation Criteria)

**d. UNDP Guiding Principles of Accountability**

- Alignment with corporate goals and accountability
- Risk and cost-benefit considerations in decision-making
- Reliable and verifiable performance monitoring and reporting
- Highest standards of personal integrity (self-attestation and ethical conduct)

**e. Deliverables and Schedules/Expected Outputs**

- i. Conduct RC job analysis, including the additional functions that RCs perform (e.g., security management, humanitarian coordination, etc.) with a view to validating/updating appropriate behavioral indicators, simulations and exercises;
- ii. Methodology and rationale for proposed simulations;
- iii. Simulations/exercises linked to competencies;
- iv. Updated profiles for all personnel involved in the Assessment Centre;
- v. Copies of all assessment instruments, including accompanying documentation such as rating guides, integration procedures, rating forms, etc.;
- vi. All manuals: assessors, designers, role players, operations, feedback, training guides, scoring protocols, etc.;
- vii. Agreed upon Assessment Centre physical facilities, equipment and other infrastructure;
- viii. Feedback reports (oral and written);
- ix. Various reports as detailed in each phase of the project;

**f. Copyright**

All materials developed or produced as a result of this contract will be solely owned by UNDP, on behalf of the UN, which will copyright all material. This includes, but is not limited to, behavioral indicators, job analysis questionnaires, data, products and information resulting from the job analysis, assessment simulations, tools, techniques, processes, rating scales and all manuals.

All phases of this project will be documented to the fullest extent for easy referral in soft and hard copy.

Since all material will belong to UNDP and be copyrighted there will be no publication or referral of this project without the express permission of UNDP.

**g. Governance and Accountability**

During the contract period, The Director of Human Resources of UNDP will designate a focal point for all contacts with the selected firm. The selected firm will keep UNDP informed, via the designated focal point, of the project as it progresses, including unanticipated delays or obstacles in meeting the agreed-upon timetable. UNDP will be the primary interlocutor to communicate all decisions regarding this project and will make suggestions on modifications and changes to the firm's proposals. The firm may be directed to consult with other UN partners for inputs regarding the RC role.

UNDP, on behalf of the inter-agency Technical Review Group, should be consulted by the selected firm on the following:

- RC job analysis;
- Review of the existing behavioral indicators;
- Description of the methodology being proposed;
- Review of the proposed methodology and rationale;
- Brief review of related research on assessment processes and best practices;
- Review of the plans for the development of simulations, and their linkages to the competencies and to the behavioral indicators;

- Review of a detailed proposal for the various assessment methods (simulations, group discussions, in-basket, etc.) to be used;
- Review of the draft of actual assessment instruments to get complete understanding of how they will be used in the Assessment Centre;
- Testing of simulation exercises with focus groups/job experts, methodology for adjustment of simulations, if necessary;
- Review of Quality Control during first assessment session;
- Review of the process of how the Assessment Centre is going to operate, (e.g., scheduling of candidates, observation of candidates, note taking, exercise rating, deployment of assessors, integration process etc.);
- Methodology of feedback to candidates, including review of format of reports;
- Review format and content of various analytical reports under Phase III of project (follow-up research, etc.).

#### **h. Performance Monitoring of the Awarded Contractor**

Knowing how the contractor is performing is valuable information in its own right, but a good Measurement system will also help identify the triggers for any changes in performance.

Monitoring the performance of suppliers is a key aspect of the relationship between UNDP and the contractor. When performance monitoring is undertaken post-contract, the purpose is twofold:

- a) to ensure that the supplier is meeting the performance criteria, e.g. service levels and quality, laid down in the contract
- b) to identify room for improvement

For UNDP it is important to hold regular review meetings where both parties seek to understand how they can make the contract perform better. Meetings between should be two-way, with both parties learning from each other. UNDP will have conferences with the awarded contractor that can be scheduled once the contract is signed.

The following performance criteria will be an explicit part of the contract so that both parties are fully aware of what is required of them post-award.

##### **▪ Key Performance Indicators:**

- Candidate feedback reports completed and submitted within the agreed upon timeframe.
- Annual reports received within one month of year-end reporting timetable
- Number of complaints received following each cohort
- Number of commendations received following each cohort.
- Level of compliance with agreed-upon response times.
- Level of ability to identify creative solutions demonstrated in response to ad hoc requests.
- End-user satisfaction will be evaluated by means of a survey addressing the following performance indicators:
  - Efficiency of the logistics (provision of information, scheduling, etc.)
  - Real feel of the scenarios
  - Effectiveness of the role players
  - Spanish or French language proficiency of assessors
  - Overall professionalism of the RCAC

In the event that a contractor consistently fails to meet the requirements of the contract (and does not respond to feedback or suggestions) then the remedies set out in the contract must be brought into play.

## Section 6. Long Term Agreement (LTA) for Professional Services

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**This is UNDP's template for long term agreement for bidder's reference, adherence to all terms and conditions is mandatory**

This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter "UNDP") and \_\_\_\_\_ (hereinafter called "Contractor") with its headquarters at \_\_\_\_\_.

WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of services by the Contractor to UNDP, pursuant to which UNDP country offices world-wide can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Request for Proposal **No. RFP/UNDP/BERA/SIU/004** the offer of the Contractor was accepted;

WHEREAS the Contractor represents that it possesses the requisite knowledge, skilled personnel, financial capability, infrastructure, resources and experience and that it is fully qualified, ready, willing and able to accept and perform the obligations set forth herein on the terms and conditions of the Agreement;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the "Parties") hereby agree as follows:

### **Article 1: SCOPE OF WORK**

- 1.1 The Contractor shall provide the types of services and deliverables, which are listed in Annex I hereto ("Services/Terms of Reference"), as and when negotiated by UNDP and reflected in a Purchase Order, which is subject to the UNDP General Conditions of Contract for Professional services attached hereto as Annex III.
- 1.2 This Agreement does not in itself constitute a contract for any services and UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for three years renewable on an annual basis subject to satisfactory Agreement performance. Only an order in the form of a purchase order (PO) shall obligate UNDP to purchase services requested. The work expected under each particular assignment should be guided by TOR.
- 1.3 The work expected under each particular assignment should be guided by TOR.

### **Article 2: CONTRACTOR'S REPORTING**

The Contractor will report on a quarterly basis to UNDP on all Services provided. This report shall consist of but is not limited to the following key information: (i) the total number of POs



issued for the services; (ii) each PO's reference number, issuance date and the amount, and the country where the services are being provided.

**Article 3: PRICE AND PAYMENT**

- 3.1 Services provided by the Contractor shall be based on the unit prices listed in Annex II. The prices shall remain in effect for the period of three years from Entry into Force of the Agreement.
- 3.2.1 The maximum amount payable by UNDP to the Contractor in accordance with this Agreement is **USD** **xxxx** only. This amount shall not be exceeded without internal UNDP approval in accordance with UNDP Regulations, Rules and procedures and a written amendment to this Agreement executed by authorized representatives of the Parties in accordance with Section 26 of the General Terms and Conditions set forth in Annex III. Further, the Contractor will notify UNDP as and when the aggregate total spent for services under this Agreement reaches the 85% of the total amount of Agreement.
- 3.3 Unless otherwise agreed, the Contractor shall submit their invoices upon completion of each service. Invoices should be numbered, dated, and indicate the nature of services performed, as well as indicate UNDP's work/purchase order number.
- 3.4 UNDP shall review each invoice promptly and, and subject to the settlement of any queries or disputes, shall process settlement within thirty (30) days.

All payment should be made by UNDP to the following Bank account of the Contractor.

Bank account name	
DFI ID	
Bank ID (ABI CAB)	
Currency	
Bank account number	
Bank name	
Bank address	
Country of bank location	

**Article 4: UNDP CONTACT PERSON**

4.1 Communications in connection with work undertaken in connection with this Agreement shall be clearly marked, addressed and delivered as follows:

To UNDP: Focal Point to be inserted.

## **Article 5: GENERAL TERMS AND CONDITIONS**

5.1 This Agreement is subject to the General Conditions of Contract for Services attached hereto as Annex III. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under Article 6 of this Agreement, entitled "Special Terms and Conditions".

## **Article 6: ACCEPTANCE**

6.1 This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.

6.2 This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of three years subject to satisfactory performance.

6.3 Either party may terminate this Agreement for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party.

7.4 The same terms and conditions under this Agreement shall be made available to other United Nations Agencies, Funds and Programmes whenever these organizations consider applicable, Parties acknowledge and agree that the Contractor shall deal directly with the UN entities regarding all matters that may arise in respect of any particular contract/order placed by such UN entity and that UNDP shall not be responsible for or liable to the Contractor in any way or under any circumstances with respect to such contract/order placed by another UN Entity.

IN WITNESS WHEREOF, the duly authorized representatives of the PARTIES have signed this agreement.

For and on behalf of:

Company Name

UNITED NATIONS  
DEVELOPMENT PROGRAMME

\_\_\_\_\_

\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

## **GENERAL CONDITIONS OF CONTRACT 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 SECURITY:****23.1** The Contractor shall:

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

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

**24.0 AUDITS AND INVESTIGATIONS:**

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

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

**25. ANTI-TERRORISM:**

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

**26. 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 Agreement, 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 Agreement signed by the Contractor and jointly by the UNDP Authorized Official.