



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM:	DATE: October 24, 2012
	REFERENCE: DOCO/CPC/1012

Dear Sir / Madam:

We kindly request you to submit your Proposal for the development and delivery of a training module, on Monitoring and Evaluation, for UN Strategic Planners operating in crisis/post-conflict countries.

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

Proposals may be submitted on or before Friday, November 09, 2012 via email (victor.machoka@undp.org) or courier mail to the address below:

UN Development Operations Coordination Office (DOCO)

One UN Plaza, DC1-1657, New York, NY 10017

Tel: +1 (212)-906-6495; Fax: +1 (212)-906-3609;

Your Proposal must be expressed in the English, and remain valid for a minimum period of 60 days from the RFP closing date.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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

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

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

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

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

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

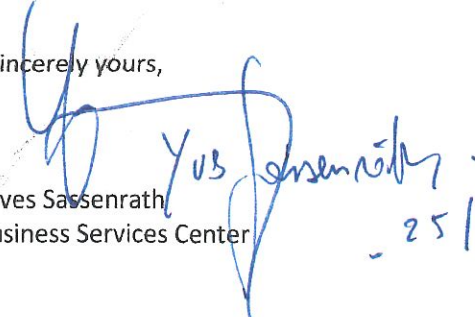
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,


Yves Sassenrath
Chief, Business Services Center

25/10/2012

Description of Requirements

Context of the Requirement	Development and delivery of an M&E Training Module for UN Strategic Planners operating in crisis/post-conflict countries.
Brief Description of the Required Services ¹	As indicated in the Terms of Reference (attached)
List and Description of Expected Outputs to be Delivered (refer paragraph 4 of the terms of reference)	<ol style="list-style-type: none"> 1. Training Module including training materials and resource packages 2. Delivery of training 3. Submission of final report (Post training)
Supervisor	Policy Advisor, Crisis/Post-Crisi Transition Planning and Coordination
Progress Reporting Requirements	As indicated in the work plan
Location of work	Home based and training venue
Expected duration of work	5 weeks
Target start date	12 November 2012
Latest completion date	14 December 2012
Expected Travel	Destination - Brindisi, Italy Duration of travel - 4 days Purpose - delivery of training/training module (week of 3 rd -7 th Dec 2012)
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and CVs of individuals performing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	United States Dollars
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (<i>Counting from the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 60 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposer shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted

¹ Refer to the TOR, Annex 4.

² UNDP is exempt from sales tax/VAT.

Payment Terms ³	<table border="1"> <thead> <tr> <th data-bbox="561 216 943 254">Outputs/Deliverable</th><th data-bbox="950 216 1122 254">Percentage</th><th data-bbox="1128 216 1419 254">Timing (Date)</th></tr> </thead> <tbody> <tr> <td data-bbox="561 262 943 294">1.</td><td data-bbox="950 262 1122 294"></td><td data-bbox="1128 262 1419 294"></td></tr> <tr> <td data-bbox="561 302 943 333">2.</td><td data-bbox="950 302 1122 333"></td><td data-bbox="1128 302 1419 333"></td></tr> <tr> <td data-bbox="561 342 943 373">3.</td><td data-bbox="950 342 1122 373"></td><td data-bbox="1128 342 1419 373"></td></tr> </tbody> </table>	Outputs/Deliverable	Percentage	Timing (Date)	1.			2.			3.		
Outputs/Deliverable	Percentage	Timing (Date)											
1.													
2.													
3.													
Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment	Policy Advisor, Crisis/Post-Crisi Transition Planning and Coordination												
Type of Contract	<input checked="" type="checkbox"/> Institutional Contract <input type="checkbox"/> Contract for Professional Service												
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). Non acceptance of the GTC may be grounds for the rejection of the Proposal.												
Criteria for the Assessment of Proposal (refer to the Terms of Reference (Annex 4, paragraph 6) for additional criteria)	<p>Technical Proposal (70%)</p> <input checked="" type="checkbox"/> Expertise of the Firm (criteria weight 20%) <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (criteria weight 50%) <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel (criteria weight 30%)												
Annexes to this RFP ⁴	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁵ <input checked="" type="checkbox"/> Detailed TOR												
Contact Person for Inquiries (Written inquiries only) ⁶	<p>Victor Machoka Procurement Associate Tel: +1 (212) 906 6495; Fax: +1 (212) 906-3609 Email: Victor.machoka@undg.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>												

³ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁶ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

(This Form must be submitted on the Service Provider's Official Letterhead/Stationery⁸)

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

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

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the training and context of the work. It should include a description of the content and method of instruction. Any inputs required from DOCO and/or other UN entities should be highlighted. These (inputs) will be addressed within 2 days of commencement of assignment.

⁷ This serves as a guide to the Service Provider in preparing the Proposal.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

Provide the following information:

- a) *Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) *CVs demonstrating qualifications and experience of the project personnel in the subject matter*
- c) *Written confirmation from each personnel that they are available for the entire duration of the contract.*

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
4		
	Total	100%	

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

E. Financial Proposal: Cost Breakdown by Component

Description of Activity	Unit Cost	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services (Fees)				
II. Out of Pocket Expenses				
III. Other Related Costs (if applicable)				
TOTAL PROJECT COST (LUMP SUM)				

[Name and Signature of the Service Provider's Authorized Person]

[Designation]

[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or

the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the

performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
- 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
- 13.2.1** any other party with the Discloser's prior written consent; and,
 - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers

of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

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



Terms of Reference

Development and delivery of a Training Module for UN Strategic Planners working in *the* Resident Coordinator Offices, in UN Peacekeeping/Special Political Missions and OCHA offices, in crisis/post-conflict countries.

1. Rational and Objective

The objective of this assignment is to develop and deliver a 2-day intensive training on Monitoring and Evaluation specifically tailored for UN Strategic Planners in crisis and post-conflict countries.

The 2-day training would be delivered as part of a Strategic Planning Training workshop organized by the UN Development Operations Coordination Office (DOCO) under the umbrella of the Integrated Mission Planning Process (IMPP) working group. The workshop will be held in Brindisi, Italy on 3-7 December 2012 [actual dates planned for the specific training module to be developed and delivered under this contract will be confirmed by the procuring entity 2 weeks prior to the start of the training].

At the end of the two-day M&E training, participants should be able to:

- Understand results-based M&E, its place in the strategic planning process and how it can be designed to help decision-makers in the implementation and assessment of interventions.
- Design M&E frameworks and processes in complex situations taking into account different planning and monitoring processes of each entity and multiple results frameworks [UNDAF M&E framework driven by Results-Based Management Approaches; Integrated Strategic Framework (ISF) M&E system; Mission Results-Based-Budgets (RBB) framework etc...].
- Design M&E frameworks and processes that support the effective design and implementation of strategies, identify gaps/limitations, at the same time reducing the transaction cost of different processes and, as much as possible, facilitating the reporting of the different entities.
- Design, organize and steer evaluations in a way to contribute to organizational learning and accountability of all stakeholders.

2. Background

DOCO has organized several training workshops for Strategic Planners (who have on average 5 years of UN planning experience) since 2008.

For the purpose of these TORs we will distinguish the trainees from other participants in the workshop. Trainees are the primary target for the design and delivery of the module in question (and overall workshop). Trainees are UN Missions Planners and Strategic Planning Advisors in UN Resident Coordinator Offices (RCOs) in crisis and post-conflict countries, as well as OCHA Deputy Heads of Office from selected crisis and post-conflict settings. Participants will include other staff members which support or are involved in strategic planning. It is expected that the trainees will be a maximum of 35, with a total maximum number of participants (including trainees) of 50. The exact number of both

trainees and overall participants will be confirmed by the procuring entity, latest two weeks before the training.

In addition to building and reinforcing strategic planning skills, these trainings provide an opportunity for planners to strengthen their understanding of UN system-wide planning and foster a community of practice among planners. Planners in crisis and post-conflict settings have important responsibilities in supporting the development, implementation and coordination of a strategic, coherent system-wide response. In countries where the UN has a Country Team and a multi-dimensional peacekeeping operation or political mission/office, and integration is the guiding principle, strategic planners in missions and in RCOs work alongside in supporting UN leadership on the ground in articulating a joint vision, identifying priorities for peace consolidation and providing a coherent UN response.

In that context, Mission, RCO and OCHA planners have similar responsibilities, including on M&E. They facilitate the development and implementation of plans (UNDAFs, Integrated Strategic Frameworks, and Consolidated Appeal Processes etc.) including a system for monitoring and evaluation of progress. *Inter alia*, RCO planners monitor, on behalf of the UNCT, the effective implementation of the M&E plan and guide the work of inter-agency M&E groups; monitor progress of UN system response against relevant frameworks and support the harmonization of UN reporting. Mission planners are responsible for analyze and preparing inputs to the Mission Results-Based Budget (RBB) framework and performance reports. OCHA's Deputy Heads of Office are responsible for monitoring and reporting of the country's humanitarian work plan usually expressed through the Common Humanitarian Action plan (CHAP) or the Consolidated Appeal Process (CAP).

Overall, planners face the challenge to: i) design M&E frameworks and processes that support strategies; ii) manage, with M&E specialists, an M&E process in support of strategic planning, implementation and reporting; iii) track and report in complex situations with multiple planning and results frameworks; iv) harmonize multiple reporting; v) design, organize and steer evaluations in a way to contribute to accountability of all stakeholders.

All three categories of professionals support UN leadership in country on the overall strategic planning and monitoring of the UN activities. However, the detailed programmatic implementation of such activities is under the responsibility of the different UN entities. In addition, whereas the UN has a policy fostering cooperation and integration between its different entities present in country in crisis, post-conflict settings, normative and institutional rules for planning and monitoring processes vary and thus, overarching strategic planning and M&E must dwell with the reality of a multitude of processes and formats, applicable to different UN entities.

3. Scope of Work

The contractor will prepare a two-day module tailored specifically for UN planners as well as all supporting documents and training aids.

The contractor will deliver the module training during a four-day Strategic Planning Training scheduled to be held on 3-6 December 2012 in Brindisi, Italy. The actual dates (for the module training) will be confirmed by the procuring entity two weeks in advance of the workshop).

It is envisaged that the trainees will be approximately 35 Strategic Planners and Staff involved in planning in OCHA. In addition there will be approximately 10 participants from UN Agencies, Funds and Programmes working on relevant policy issues from UN Headquarters [final confirmation of number of trainees to be provided by the procuring entity latest two weeks before training, not exceeding 50].

The M&E module will be preceded and introduced by a brief session on the planning and programming and followed by thematic discussions and exercises looking at specific interests of the trainees. [The final agenda of the overall workshop will be provided by the procuring entity latest one week before the training].

The module to be developed should respond to the following requirements:

1. Be adapted to the institutional realities and processes within the UN and to the tasks and role of the professional categories mentioned above as primary target groups;
2. Draw examples from concrete experience of planners and propose possible models/solutions that can be adapted to the context of UN presences in crisis and post-conflict contexts;
3. Make use of interactive training methodologies (to ensure consistency with the remaining of the workshop).

In order to ensure the development of a tailored module, the procuring entity shall assist the contractor in establishing contacts with the relevant UN entities at headquarters and a selected number of trainees in the field. The contractor will be expected to follow up such contacts with interviews and requests for specific information, as required for the development of the module within the available timeframe.

The module's content and methods of instructions will have to be approved by DOCO.

4. Expected Outputs/Deliverables

The contractor is expected to deliver:

1. Prior to the training:
 - (a) a Tailored module for UN strategic planners (abiding to the criteria mentioned in section 3 above and incorporating input received and changes requested by the procuring entity);
 - (b) all training aid materials;
 - (c) resource package for trainees.
2. During the training:
 - (a) deliver the training to a maximum of 50 participants (including the primary group of trainees and other participants), including production of visual aids, materials and use of multimedia where necessary,
 - (b) 50 copies of the final resource package approved;
 - (c) conduct an evaluation from participants on the module (the total number of participants will be confirmed by the procuring entity two weeks before the training).
3. One week after the training:
 - (a) a final report, describing the steps undertaken for the development of the training module, how it is tailored for the specific context of the UN, recommendations and observations emanating from the delivery of the module, towards the possible delivery of a similar training for a similar audience in the future and the synthesis and raw data of the evaluation

from participants. The final report must be accompanied by 2 hard copies and 2 CDs with all materials (for participants and training aids).

DOCO will retain ownership of the developed training materials and simulation exercises.

5. Working Schedule/Timeframe

The work will take place from 12 November 2012 to 14 December 2012.

Output	Deadline
1. Initial draft of tailored module for UN strategic planners and outline and content of resource package for participants for review and inputs	19 November 2012
2. Revised module and training materials, integrating inputs received from the procuring entity. Development of exercise and supporting documentation	23 November 2102
3. Development of exercises and supporting documentation.	26 November 2012
4. Delivery of module, including production of visual aids, materials and use of multimedia where necessary.	2 days (exact dates in the week of 3-7 December will be confirmed two weeks prior to the training)
5. Final report	14 December

6. EVALUATION

Aspects of the technical evaluation will include but is not limited to the following;

- Ability to design and adapt learning sessions for effective training;
- Significant experience in developing and delivering trainings on M&E;
- Demonstrated basic understanding of UN planning and related M&E processes, as relevant for the assignment to be detailed in the suggested methodology;
- Extensive experience in the facilitation of technical training;
- Proven communication abilities and group facilitation skills in multicultural environments possibly within international organizations.

The award of the contract will be made to the Offeror whose proposal has been evaluated and determined to be responsive and compliant to the terms of reference and, scored the highest total combined score.